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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 **NOTICE OF FILING OF PLAN SUPPLEMENT IN CONNECTION WITH DEBTOR'S MODIFIED FOURTH AMENDED PLAN OF REORGANIZATION** Judge: Hon. William J. Lafferty

The Roman Catholic Bishop of Oakland, a California corporation sole, and the debtor and debtor in possession (the "Debtor" or "RCBO") in the above-captioned chapter 11 bankruptcy case (the "Chapter 11 Case" or the "Bankruptcy Case"), hereby files this notice of plan supplement in support of, and pursuant to the terms of, its *Debtor's Modified Fourth Amended Plan of Reorganization, Dated March 27, 2026* [Docket No. 2758] (the "Plan").[1]

Pursuant to the Plan, the Debtor hereby files this plan supplement (the "Plan Supplement"), which contains the following information and forms of documents:

Exhibit	Plan Supplement Document
A	Disclosure of identity of proposed Survivors' Trustee and Abuse Claims Reviewer.
B	Schedule of Rejected Executory Contracts.
C	Form of Exit Facility Documents.
D	Form of RCWC Escrow Agreement.
E	Form of RCWC Release.
F	Form of Survivors Trust Agreement and Survivor's Trust Distribution Plan (attached as Exhibit 1 to the Survivors' Trust Agreement).
G	List of Real Property anticipated to be sold or collateralized to fund the Plan, including as collateral for the Exit Facility.
H	Form of Litigation Option Notice.
I	Form of Immediate Payment Notice.
J	Form of CCCEB Settlement Documents.

Certain documents, or portions thereof, contained in this Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtor reserves the right to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained

[1] Capitalized terms not otherwise defined herein have the same meanings ascribed to them in the Plan.

therein in accordance with the terms of the Plan; provided that, if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtor will file with the Court an amended Plan Supplement with a redline reflecting such changes.

Objections to confirmation of the Plan, if any, including objections to the Plan Supplement Documents, must be filed with the Court and served **so as to be actually received not later than May 8, 2026**. Any objections not timely filed and served may not be considered by the Court. Failure to file and serve a timely objection may result in waiver of any objection.

DATED: April 29, 2026

Respectfully submitted,

FOLEY & LARDNER LLP
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Shane J. Moses
Ann Marie Uetz
Matthew D. Lee
Geoffrey S. Goodman
David B. Goroff
Mark C. Moore

/s/ Shane J. Moses
SHANE J. MOSES

Counsel for the Debtor
and Debtor in Possession

EXHIBIT A
To Plan Supplement

Identity of the Survivors' Trustee

The Debtor has identified Alan Halperin, of the firm Halperin Battaglia Benzija, LLP, to serve as the Survivors' Trustee under the Plan. The Debtor selected Mr. Halperin for this role based in part on the recommendation of the Committee.

Identity of the Abuse Claims Reviewer

As of the date of this Plan Supplement, the Debtor has not yet identified an individual to serve as the Abuse Claims Reviewer under the Plan. The Debtor is in the process of evaluating candidates proposed by the Official Committee of Unsecured Creditors and anticipates selecting a qualified candidate from among those proposed. The Debtor will file a supplement or amendment to this Plan Supplement identifying the proposed Abuse Claims Reviewer.

EXHIBIT B
To Plan Supplement

Schedule of Rejected Executory Contracts

None.

EXHIBIT C
To Plan Supplement

Form of Exit Facility Documents[2]

[2] The Exit Facility remains subject to the Debtor and RCC's review and comment to account for (i) the Court's ruling on the DIP Motion and the terms of the DIP Order, and (ii) any subsequent events in the Chapter 11 Case that materially affect the terms of the Exit Facility.

CREDIT AGREEMENT

dated as of [_____], 2026

by and between

THE ROMAN CATHOLIC BISHOP OF OAKLAND, as Borrower

and

THE ROMAN CATHOLIC CEMETERIES OF THE DIOCESE OF OAKLAND, as Lender

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CREDIT AGREEMENT

This CREDIT AGREEMENT ("***Agreement***") dated as of [_____], 2026, is entered into by and between THE ROMAN CATHOLIC BISHOP OF OAKLAND, a California corporation sole ("***RCBO***" or, as further defined below, "***Borrower***"), as borrower, and THE ROMAN CATHOLIC CEMETERIES OF THE DIOCESE OF OAKLAND, a California religious corporation ("***RCC***", and together with its successors and permitted assigns, "***Lender***").

RECITALS

WHEREAS, on May 8, 2023 (the "***Petition Date***"), the Borrower commenced Chapter 11 Case No. 23-40523 (the "***Chapter 11 Case***") in the United States Bankruptcy Court for the Northern District of California (the "***Bankruptcy Court***"). The Borrower continues to operate its business and manage its properties as debtor and debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code, and upon the Effective Date shall continue as the Reorganized Debtor;

WHEREAS, on [_____], 2026, the Bankruptcy Court entered the *Final Order (I) Authorizing the Debtor to Obtain Postpetition Financing, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* [Docket No. ____] (the "***DIP Order***") approving Borrower's entry into the DIP Facility (as defined in Section 1.01 herein);

WHEREAS, in connection with the Chapter 11 Case, the Borrower filed that certain *Debtor's Modified Fourth Amended Plan of Reorganization* dated and filed on March 27, 2026 [Docket No. 2758] (including all annexes, exhibits, schedules and supplements thereto, in each case, as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "***Chapter 11 Plan***"), which permits the Borrower, among other things, to enter into certain financing arrangements;

WHEREAS, on [_____], 2026, the Bankruptcy Court entered the Confirmation Order (defined in Section 1.01, below);

WHEREAS, upon the effectiveness of the Chapter 11 Plan, and upon the terms and conditions set forth in this Agreement, the Lender has agreed to make available to the Borrower the Loan as used and defined hereunder, in the principal amount of $55,000,000 (the "***Exit Facility***");

WHEREAS, pursuant to the Chapter 11 Plan and the Confirmation Order, Borrower will use the proceeds of the Exit Facility to (a) refinance in full, in cash, all outstanding DIP Obligations, (b) fund the Initial Debtor Contribution (as defined in the Chapter 11 Plan), (c) pay fees, costs and expenses associated with the transactions contemplated hereby, and (d) fund Borrower's working capital needs and general corporate purposes on and after the Effective Date; and

WHEREAS, Lender has agreed to make the Loan to Borrower, but only on the terms and provisions, subject to the conditions, and in reliance on the representations and warranties set forth below.

NOW, THEREFORE, in consideration of the mutual agreements, provisions, and covenants contained herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

ARTICLE I
DEFINITIONS AND ACCOUNTING TERMS

1.01. Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"***Affiliate***" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is controlled by or is under common Control with the Person specified. "***Control***" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "***Controlling***" and "***Controlled***" have meanings correlative thereto.

"***Agreement***" has the meaning given to such term in the preamble hereto.

"***Annual Financial Information***" has the meaning given such term in **Section 6.01(a)**.

"***Anti-Corruption Laws***" means any applicable Laws relating to corruption, including the United States Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78dd-1, *et seq.*), and the rules and regulations related thereto, and other Laws pertaining to unlawful payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage.

"***Anti-Terrorism Laws***" means any applicable Laws relating to terrorism or money laundering, including Executive Order No. 13224, the PATRIOT Act, the applicable Laws comprising or implementing the Bank Secrecy Act of 1970, the applicable Laws administered by OFAC.

"***Applicable Loan Rate***" means six and one-half percent (6.50%).

"***Bankruptcy Code***" means Title 11 of the United States Code, as amended from time to time.

"***Bankruptcy Court***" has the meaning given to such term in the preamble hereto.

"***Bishop of Oakland***" means Michael C. Barber and any successor duly appointed in accordance with Canon Law.

"***Book Value***" when used with respect to Property of Borrower, means the value of such Property, net of accumulated depreciation and amortization, as reflected in the most recent audited financial statements of Borrower delivered to Lender pursuant to **Section 6.01(a)**.

"***Borrower***" has the meaning given to such term in the preamble hereto, and shall include any successors to, and any surviving, resulting or transferee corporation of, The Roman Catholic Bishop of Oakland, including, without limitation, the Reorganized Debtor.

"***Business Day***" means any day other than a Saturday, Sunday, or any "legal holiday" as defined in Federal Rule of Bankruptcy Procedure 9006(a).

"***Canon Law***" means the religious laws of the Roman Catholic Church that govern the activities of Borrower.

"***Capitalized Leases***" means all leases that have been or should be, in accordance with GAAP, recorded as capitalized leases; *provided*, for the avoidance of doubt, any lease accounted for as an operating lease as of the Closing Date or any lease entered into after the Closing Date that would have been accounted for as an operating lease as of the Closing Date, may, in the sole discretion of Borrower, be accounted for as an operating lease and not as a Capitalized Lease.

"***Cash***" means money, currency or a credit balance in a depository account with a bank or financial institution.

"***Chapter 11 Case***" means the Borrower's Chapter 11 bankruptcy case, which is pending in the Bankruptcy Court under case number 23-40523.

"***Chapter 11 Plan***" has the meaning given to such term in the preamble hereto.

"***Closing Date***" means the first date all the conditions precedent in **Section 4.01** are satisfied or waived by Lender and the executed signature pages of the initial parties hereto are deemed delivered.

"***Code***" means the Internal Revenue Code of 1986.

"***Collateral***" means all property and proceeds thereof now owned or hereafter acquired by Borrower in or upon which a Lien is granted, purported to be granted, or now or hereafter exists in favor of Lender under this Agreement or any other Collateral Document.

"***Collateral Documents***" means, individually and collectively, the Deeds of Trust and such other agreements, assignments, documents and instruments as are from time to time executed and delivered by Borrower granting, assigning or transferring or otherwise evidencing or relating to any security interest or Lien granted, assigned or transferred to Lender pursuant to or in connection with the transactions contemplated by this Agreement.

"***Commitment***" means the obligation of Lender to make the Loan hereunder in an aggregate principal amount not to exceed $55,000,000.

"***Commodity Exchange Act***" means the Commodity Exchange Act of 1936 (7 U.S.C. Sections 1 et seq.).

"***Compliance Certificate***" means a certificate substantially in the form of **Exhibit A**.

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"***Confirmation Order***" means the order of the Bankruptcy Court confirming the Chapter 11 Plan in the Chapter 11 Case entered on [__], 2026 [Docket No. ___].

"***Construction Index***" means the Dodge Construction Index for U.S. and Canadian Cities, with reference to the city in which the subject property is located (or, if such index is not available for such city, with reference to the city closest geographically to the city in which the subject property is located), as most recently published prior to the date in question or, if such index is no longer published, such other index which is certified to be comparable and appropriate by Borrower in a certificate of the Chief Financial Officer of Borrower (or other authorized officer having primary responsibility for the financial affairs of Borrower) delivered to Lender and which other index is acceptable to Lender (in its Reasonable Discretion).

"***Contractual Obligation***" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"***Control***" has the meaning specified in the definition of "Affiliate".

"***CSA***" means the unit of the Diocese of Oakland referred to as the Central Services Administration, inclusive of the Chancery, which provides administrative services and programmatic and financial support to the entities, institutions and associations comprising the Diocese of Oakland. For the avoidance of doubt, CSA includes, in addition to the Chancery, the operations of Adventus and Furrer Properties, Inc., a wholly-owned subsidiary of Borrower.

"***Current Value***" means (a) with respect to Land or Property, Plant and Equipment: (i) the aggregate replacement value of such Land or Property, Plant and Equipment as reflected in the most recently available written report of Arthur J. Gallagher & Co., (or such other appraiser satisfactory to Lender (in its Reasonable Discretion), *plus* (ii) the Book Value of any Land or Property, Plant and Equipment acquired since the last such report increased or decreased by a percentage equal to the aggregate percentage increase or decrease in the Construction Index on the date of such acquisition to the date as of which Current Value is to be calculated, *minus* (iii) the greater of the Book Value or the replacement value of any Land or Property, Plant and Equipment disposed of since the last such report increased or decreased by a percentage equal to the aggregate percentage increase or decrease in the Construction Index from the date of such report to the date as of which Current Value is to be calculated; and (b) with respect to any other Property, the fair market value of such Property, which fair market value shall be evidenced in a manner satisfactory to Lender (in its Reasonable Discretion).

"***Debtor Relief Laws***" means the Bankruptcy Code and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"***Deed of Trust***" means each deed of trust, mortgage, or similar document executed by Borrower as trustor or mortgagor and delivered to Lender as beneficiary or mortgagee, as applicable, pursuant to the terms of this Agreement on the Closing Date.

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"***Default***" means any event or condition that constitutes an Event of Default or, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"***Default Rate***" means, as determined at any time, when used with respect to the Obligations, a *per annum* interest rate equal to the *sum* of the otherwise applicable interest rate, *plus* three percent (3.0%).

"***Designated Jurisdiction***" means any country or territory to the extent such country or territory itself is the subject of any Sanction, including, as of the Closing Date, the Crimea region, Cuba, Iran, North Korea, Sudan and Syria (for the avoidance of doubt, the preceding list is intended to be illustrative only as of the Closing Date; the comprehensive list of Designated Jurisdictions is subject to change from time to time in accordance with the Sanctions then in effect).

"***Diocese of Oakland***" (including the related term "***Diocesan***") means the territory recognized as the Diocese of Oakland by the Roman Catholic Church of the United States.

"***DIP Availability***" means as of the Effective Date, the amount of authorized but unused borrowing under the DIP Facility, less the estimated amount of accrued Professional Fees as of the Effective Date.

"***DIP Facility***" means any debtor-in-possession financing obtained by the Borrower prior to the Effective Date pursuant to Section 364 of the Bankruptcy Code.

"***DIP Obligations***" means all amounts outstanding under the DIP Facility.

"***Disposition***" or "***Dispose***" means the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"***Dollar***" and "***$***" mean lawful money of the United States.

"***Effective Date***" means the "Effective Date" of the Chapter 11 Plan (as defined therein).

"***Eligible Assignee***" means any Person not in contravention of Church teachings or values (other than a natural person) approved by Borrower (such approval not to be unreasonably withheld or delayed); *provided* no such approval shall be required if an Event of Default has occurred and is continuing.

"***Encumbered***" means subject to a Lien other than Liens which constitute Permitted Liens, provided any amounts on deposit in a construction fund created in connection with the issuance of an obligation which are held as security for the payment of such obligation, or any Indebtedness incurred to purchase such obligation or the proceeds of which are advanced or otherwise made available in connection with the issuance of such obligation, shall not be deemed to be Encumbered if the amounts are to be applied to construct or otherwise acquire Property which is not subject to a Lien.

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"***Environmental Laws***" means any and all Federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

"***Environmental Liability***" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of Borrower directly or indirectly resulting from or based upon (a) any violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) any exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"***ERISA***" means the Employee Retirement Income Security Act of 1974.

"***ERISA Affiliate***" means any Person who for purposes of Title IV of ERISA is a member of a controlled group of which Borrower is a member, is under common control with Borrower, or is a member of an affiliated service group of which Borrower is a member in accordance with the provisions of Section 414(b), (c) or (m) of the Code.

"***Event of Default***" has the meaning given such term in **Section 8.01**.

"***Excluded Taxes***" means any of the following Taxes imposed on or with respect to Lender or required to be withheld or deducted from a payment to Lender: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of Lender being organized under the laws of, or having its principal office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes and (b) U.S. federal and California withholding Taxes imposed on amounts payable to or for the account of Lender with respect to an applicable interest in the Loan pursuant to a law in effect on the date on which Lender acquires such interest in the Loan.

"***Exit Facility***" has the meaning given to such term in the preamble hereto.

"***Existing RCC Loan***" means that certain loan made from Lender to Borrower pursuant to that certain Credit Agreement dated December 27, 2022, by and between the Borrower and the Lender, as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, in the initial principal amount of up to $26,000,000.

"***Facilities***" means all land, leasehold interests, and buildings and all fixtures and equipment (as defined in the UCC) of Borrower.

"***Fiscal Year***" means any twelve consecutive month period beginning January 1 and ending December 31.

"***FRB***" means the Board of Governors of the Federal Reserve System of the United States.

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"***GAAP***" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, applicable to the circumstances as of the date of determination, consistently applied.

"***Governing Body***" means, with respect to Borrower, the Bishop of Oakland.

"***Governmental Authority***" means any nation or government or any state or other political subdivision thereof, in each case to the extent that such authority has jurisdiction over Borrower.

"***Guaranty***" means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the "***primary obligor***") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person. The amount of any Guaranty will be deemed to be the amount recognized as a guaranty and shown on the guaranteeing Person's financial statements in accordance with GAAP; *provided* if such financial statements of the guaranteeing Person are not reasonably available to Lender at its reasonable request, the amount of such Guaranty will be deemed to be the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"***Hazardous Materials***" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"***Indebtedness***" means, as to any Person at a particular time (without duplication), all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

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(b) all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments;

(c) net obligations of such Person under any Swap Contract;

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business);

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) Capitalized Leases; and

(g) all Guaranties of such Person in respect of any of the foregoing.

"***Indemnified Liabilities***" has the meaning specified in **Section 9.06**.

"***Indemnified Taxes***" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of Borrower under any Loan Document and (b) to the extent not otherwise described in the preceding clause (a), Other Taxes.

"***Indemnitees***" has the meaning specified in **Section 9.06**.

"***Initial Collateral Property***" has the meaning specified in **Section 6.13**.

"***Interest Accrual Period***" means the period of time beginning on the Closing Date and ending on the first (1st) Business Day following the third (3rd) anniversary of this Credit Agreement.

"***Investment***" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of capital stock or other securities of another Person, (b) a loan, advance or capital contribution to, Guaranty or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

"***IRS***" means the United States Internal Revenue Service.

"***Land***" means the real property of Borrower, together with all buildings, improvements and fixtures located thereon.

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"***Laws***" means, collectively, (a) all Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with any Governmental Authority, in each case whether or not having the force of law, including Anti-Corruption Laws, Anti-Terrorism Laws and Environmental Laws, and (b) all Canon Laws.

"***Lien***" means (a) any mortgage, pledge or lease of security interest in or lien, charge, restriction or encumbrance on any Property of the Person involved in favor of, or which secures any obligation to, any Person other than Borrower or a Diocesan entity (b) any Capitalized Lease under which Borrower or Diocesan entity is lessee and the lessor is not Borrower or a Diocesan entity.

"***Liquid Investments***" means Dollar denominated Investments in any of the following:

(a) United States Government Obligations;

(b) Direct obligations of any agency or instrumentality of the United States of America and obligations on which the timely payment of principal and interest is fully guaranteed by any such agency or instrumentality;

(c) Certificates of deposit, time deposits or other direct, unsecured debt obligations of any bank, trust company or savings and loan association if all of the direct, unsecured debt obligations of such institution at the time of purchase of such certificates of deposit, time deposits or obligations, which are rated by a Rating Agency are rated in one of the three highest rating categories assigned by such Rating Agency (without regard to any refinement or gradation of rating category by numerical modifier or otherwise);

(d) Certificates of deposit or time deposits of any bank, trust company or savings and loan association which certificates of deposit or time deposits are fully insured by a federally sponsored deposit insurance program;

(e) Securities of the type described in the preceding **clauses (a)** or **(b)** of this definition purchased under agreements to resell such securities to any registered broker/dealer subject to the Securities Investors Protection Corporation jurisdiction or any commercial bank, if such broker/dealer or bank's uninsured, unsecured and unguaranteed obligations which are rated by a Rating Agency are rated in one of the three highest rating categories assigned by such Rating Agency (without regard to any refinement or gradation of rating category by numerical modifier or otherwise); *provided*: (i) a master repurchase agreement or specific written repurchase agreement governs the transaction, (ii) the repurchase agreement has a term of thirty (30) days or less and (iii) the fair market value of the securities in relation to the amount of the repurchase obligation, including principal and interest, is equal to at least one hundred percent (100%);

(f) Investment agreements with banks which meet the rating criteria set forth in the preceding **clause (c)** of this definition or investment agreements with non-bank financial institutions (i) all of the unsecured, direct long-term debt of which non-bank financial institutions which is rated by a Rating Agency is rated in one of the three highest rating categories (without

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regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by such Rating Agency for obligations of that nature, or (ii) if such non-bank financial institutions have no such outstanding long-term debt which is rated, all of the short-term debt of which is rated by a Rating Agency is rated in the highest rating category (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned to short-term indebtedness by such Rating Agency, all of which agreements referred to in this **clause (f)** provide that if such banks or non-bank financial institutions' debt no longer satisfies such rating criteria such banks or institutions will secure such agreements as soon as reasonably practicable to the extent and in the manner *provided* in the preceding **clause (c)** of this definition;

(g) Shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least $100,000,000, whose investment assets are obligations which constitute Liquid Investments;

(h) Commercial paper which, at the time of purchase, is rated by a Rating Agency in one of the two highest categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such Rating Agency for obligations of that nature;

(i) Obligations of, or obligations fully guaranteed by, any state of the United States of America or any political subdivision thereof, which obligations, at the time of purchase, are rated by a Rating Agency in one of the three highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by such Rating Agency to obligations of that nature;

(j) Debt obligations of any corporation organized under the laws of any state of the United States of America which securities, at the time of purchase, are rated by a Rating Agency in one of the three highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such Rating Agency for obligations of that nature;

(k) Obligations which are rated in the highest rating category by a Rating Agency and are issued or incurred by any state, commonwealth or territory of the United States of America or any political subdivision, public instrumentality or public authority of any state, commonwealth or territory of the United States of America, which obligations are fully secured by and payable solely from an escrow fund consisting of direct obligations of, or obligations the timely payment of principal and interest on which are fully guaranteed by, the United States of America, which security is held by a corporate fiduciary pursuant to an escrow agreement; and

(l) Bankers acceptances of any bank, if all of the direct, unsecured debt obligations of such institution at the time of purchase of such acceptances which are rated by a Rating Agency are rated in one of the three highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) by such Rating Agency.

"***Loan***" has the meaning specified in **Section 2.01**.

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"***Loan Document Obligations***" means all advances to, and debts, liabilities, obligations, covenants and duties of, Borrower arising under any Loan Document or otherwise with respect to the Loan, in each case whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against Borrower of any proceeding under any Debtor Relief Laws naming Borrower as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

"***Loan Documents***" means this Agreement, any Note, the Collateral Documents, and any and all other agreements, documents, and instruments executed or delivered by or on behalf of or in support of Borrower to Lender or its designee, evidencing or otherwise relating to the Loan hereunder.

"***Material Adverse Change***" means (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent) or financial condition of Borrower; (b) a material impairment of the ability of Borrower to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against Borrower of any Loan Document to which it is a party; excluding in the case of each of (a), (b) and (c) above, (i) any matters publicly disclosed or disclosed to the Lender in writing prior to the filing of the Chapter 11 Case, (ii) any matters disclosed in the schedules hereto, (iii) any matters disclosed in any filings made in the Chapter 11 Case on or before the Effective Date, (iv) the filing of the Chapter 11 Case, the events and conditions related and/or leading up thereto, the announcement thereof and the effects thereof and any action required to be taken under the Loan Documents, (v) the transactions implemented pursuant to the Chapter 11 Plan including without limitation any creditor payments or other transfers of assets of the Borrower required under the Chapter 11 Plan and (vi) any defaults under agreements as a result of the Chapter 11 Case that are stayed by the Bankruptcy Court.

"***Maturity Date***" means the earliest of (a) the Stated Maturity Date and (b) the date of the acceleration of the Loan pursuant to **Section 8.02(b)**.

"***Multiemployer Plan***" means a Plan which is a "multiemployer plan" as defined in Section 3(37) or 4001(a)(3) of ERISA.

"***Net Proceeds***" means, when used with respect to any insurance or condemnation award, the gross proceeds from the insurance or condemnation award with respect to which that term is used less all expenses incurred in the collection of such gross proceeds.

"***Non-Recourse Indebtedness***" means any Indebtedness secured by a Lien on Property, Plant and Equipment of Borrower, liability for which is effectively limited to the Property, Plant and Equipment subject to such Lien with no recourse, directly or indirectly, to any other Property of Borrower.

"***Note***" means a promissory note made by Borrower in favor of Lender, evidencing the Loan made by Lender, substantially in the form of **Exhibit B**.

"***Obligations***" means, collectively, the Loan Document Obligations.

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"***OFAC***" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"***Ordinary Course of Business***" means the religious, charitable, educational and social welfare activities of Borrower conducted consistent with the mission of the Roman Catholic Church and the Bishop of Oakland.

"***Organization Documents***" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws; (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"***Other Connection Taxes***" means, with respect to Lender, Taxes imposed as a result of a present or former connection between Lender and the jurisdiction imposing such Tax (other than connections arising from Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in the Loan or any Loan Document).

"***Other Taxes***" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, *except* any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

"***Outstanding Amount***" means the aggregate outstanding principal amount of the Loan on any date after giving effect to any borrowings and prepayments or repayments of the Loan occurring on such date.

"***PATRIOT Act***" means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

"***Payment Date***" means the first (1st) Business Day of each month beginning on the first (1st) Business Day of the first month following the third (3rd) anniversary of this Credit Agreement.

"***PBGC***" means the Pension Benefit Guaranty Corporation.

"***Permitted Additional Indebtedness***" has the meaning set forth in **Section 7.02(i)**.

"***Permitted Collateral Disposition***" means any sale of the Initial Collateral Property.

"***Permitted Encumbrances***" means and includes:

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(a) any Lien arising by reason of a good faith deposit with a Person in connection with any tender, lease of real estate, bid or contract (other than a contract for the payment of money), deposit by a Person to secure public or statutory obligations, or to secure, or in lieu of, surety, stay or appeal bonds, or deposit as security for the payment of taxes or assessments or other similar charges; and any Lien arising by reason of a deposit with, or the giving of any form of security to, any Governmental Authority or anybody created or approved by Law for any purpose at any time as required by Law as a condition to the transaction of any business or the exercise of any privilege or license, or to enable a Person to maintain self-insurance or to participate in any funds established to cover any insurance risks or in connection with workmen's compensation, unemployment insurance, pensions or profit sharing plans or other social security plans or programs, or to share in the privileges or benefits required for corporations participating in such arrangements;

(b) any lease which relates to Property which is of a type customarily the subject of such a lease, such as office space for religious, charitable, educational, and social welfare organizations or religious institutions; any lease, license or similar right to use Property existing as of the Closing Date and any renewal and extension thereof; and any lease, license or similar right to use Property whereunder Borrower is lessee, licensee or the equivalent thereof upon fair and reasonable terms no less favorable to the lessee or licensee than would obtain in a comparable arm's-length transaction;

(c) any Lien for taxes and special assessments which are not then delinquent, or if then delinquent are being contested in accordance with **Section 9.01**;

(d) utility, access and other easements and rights-of-way, restrictions, encumbrances and exceptions which do not materially interfere with or materially impair the operation of the Property affected thereby (or, if such Property is not being then operated, the operation for which it was designed or last modified);

(e) any mechanic's, laborer's, materialman's, supplier's or vendor's Lien or right in respect thereof if payment is not yet due under the contract in question or if such Lien is being contested in accordance with **Section 9.01**;

(f) such minor defects and irregularities of title and encroachments on adjoining property as normally exist with respect to Property similar in character to the Property involved and which do not materially adversely affect the value of, or materially impair, the Property affected thereby for the purpose for which it was acquired or is held by the owner thereof;

(g) zoning laws and similar restrictions which are not violated by the Property affected thereby or the use thereof;

(h) all right, title and interest of the state where the Property involved is located, municipalities and the public in and to tunnels, bridges and passageways over, under or upon a public way;

(i) any Lien on or in Property given, bequeathed or devised to the owner thereof existing at the time of such gift, bequest or devise, *provided* (i) such Lien attaches solely

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to the Property which is the subject of such gift, bequest or devise, and (ii) the Indebtedness secured by such Liens is not assumed by Borrower;

(j) any Lien of or resulting from any judgment or award, the time for the appeal or petition for rehearing of which shall not have expired, or in respect of which the Person shall at any time in good faith be prosecuting an appeal or proceeding for a review and in respect of which a stay of execution pending such appeal or proceeding for review shall be in existence;

(k) any interest, including any leasehold and ownership interest, of any Diocesan entity in Property leased or transferred to such Diocesan entity as permitted by this Agreement;

(l) any Lien on moneys or funds deposited with a Person as security for, or as prepayment of, the cost of life care, burial, education or other similar services *provided* by Borrower;

(m) any Lien on Property received by a Person through gifts, grants or bequests, such Liens being due to restrictions on such gifts, grants or bequests of Property or the income thereon;

(n) any Lien on Property due to rights of third-party payers for recoupment of excess reimbursement paid to a Person;

(o) any Lien on Property granted under the Existing RCC Loan;

(p) any Lien on Property securing the Permitted Additional Indebtedness; and

(q) any lease entered into between or among Borrower and a Diocesan entity.

"***Permitted Lien***" means, as of any date of determination, any Lien permitted to have been created, incurred or assumed or otherwise to exist as of such date upon any Property, assets or revenues of Borrower pursuant to **Section 7.01**.

"***Person***" means any natural person, firm, joint venture, association, partnership, business trust, corporation, public body, agency or political subdivision thereof or any other similar entity, including entities, institutions and associations commonly used in the Ordinary Course of Business.

"***PIK Date***" has the meaning set forth in **Section 2.04**.

"***PIK Interest***" has the meaning set forth in **Section 2.04**.

"***Plan***" means an employee pension benefit plan as defined in Section 3(2) of ERISA, which (a) is currently or hereafter sponsored, maintained or contributed to by Borrower or an ERISA Affiliate or (b) was at any time during the last six calendar years preceding the date of this Agreement, sponsored, maintained or contributed to by Borrower or an ERISA Affiliate.

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"***Professional Fees***" means amounts awarded to any Person or entity (as that term is defined in Section 101(15) of the Bankruptcy Code) employed on or before the Effective Date by Borrower, the Committee, or the Estate in the Chapter 11 Case under Sections 327 or 1103 of the Bankruptcy Code, the Committee (as defined in the Chapter 11 Plan), any of the Mediators (as defined in the Chapter 11 Plan), or any Person or entity seeking compensation or reimbursement of expenses under Section 503(b)(4) of the Bankruptcy Code.

"***Prohibited Transaction***" means any transaction set forth in Section 406 of ERISA or Section 4975 of the Code.

"***Property***" means any and all rights, titles, and interests in and to any and all property, whether real or personal, tangible or intangible, and wherever situated.

"***Property, Plant and Equipment***" means all Property of Borrower which is classified as property, plant and equipment under GAAP.

"***Rating Agency***" means a nationally recognized investment rating agency, and shall include (a) Moody's Investors Service, Inc., and any successor thereto, and (b) Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and any successor thereto.

"***RCBO***" has the meaning given to such term in the preamble to this Agreement.

"***Reasonable Discretion***" means a determination made in the exercise of reasonable (from the perspective of a secured lender) business judgment.

"***Related Person***" means, with respect to any Person, such Person's Affiliates and the respective partners, directors, officers, employees, agents, trustees, administrators, managers, advisors, and representatives of such Person and of such Person's Affiliates.

"***Reorganized Debtor***" means the Borrower upon the occurrence of the Effective Date and thereafter.

"***Reportable Event***" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30-day notice period has been waived.

"***Responsible Person***" means the Bishop of Oakland and the chancellor, chief financial officer, or in-house counsel of Borrower. Any document delivered hereunder that is signed by a Responsible Person shall be conclusively presumed to have been authorized by all necessary corporate and other action on the part of Borrower, and such Responsible Person shall be conclusively presumed to have acted on behalf of Borrower.

"***Restricted***" means, when referring to Cash or Liquid Investments of Borrower, that such Cash or Liquid Investments (a) appear (or would be required to appear) as "restricted" on a balance sheet of Borrower (unless such appearance is related to the Loan Documents or the Liens created thereunder), or (b) are subject to any Liens in favor of any Person other than Lender or are not otherwise generally available for use by Borrower.

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"***Sanction(s)***" means any sanction administered or enforced by the United States Government (including OFAC), the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority.

"***Scheduled Prepayment***" has the meaning assigned such term in **Section 2.02(b)**.

"***Secured Obligations***" means any and all "Obligations".

"***Short-Term***", when used in connection with Indebtedness, means having an original maturity less than or equal to one year and not renewable at the option of the debtor for a term greater than one year.

"***Stated Maturity Date***" means [September 15, 2035][1].

"***Swap***" means any agreement, contract, or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"***Swap Contract***" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement, including any such obligations or liabilities thereunder.

"***Swap Termination Value***" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s) and (b) for any date prior to the date referenced in clause (a) of this definition, the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts.

"***Tax-Exempt Organization***" means a Person organized under the laws of the United States of America or any state thereof which is an organization described in Section 501(c)(3) of the Code, which is exempt from federal income taxes under Section 501(a) of the Code and which is not a "private foundation" within the meaning of Section 509(a) of the Code, or corresponding provisions of federal income tax laws from time to time in effect.

[1] NTD: to be the date that is 10 years from the closing date

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"***Taxes***" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholdings), assessments, fees, or other charges imposed by any Governmental Authority, including any interest, additions to tax, or penalties applicable thereto.

"***Threshold Amount***" means $1,000,000.

"***Total Collateral Property***" has the meaning specified in **Section 6.13**.

"***UCC***" means the Uniform Commercial Code as in effect from time to time in the State of California; *provided*, to the extent perfection or the effect of perfection or non-perfection or the priority of any security interest in any collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of California, "***UCC***" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

"***United States Government Obligations***" means direct obligations of, or obligations the principal of and interest on which are fully guaranteed by, the full faith and credit of the United States of America.

"***Unrestricted Cash and Liquid Investments***" means, as calculated at any time, all Cash and Liquid Investment balances held by Borrower for any corporate purpose, including such amounts constituting donor-restricted funds for debt service, whether classified as current or noncurrent assets, as set forth in the most recent financial statements delivered to Lender pursuant to **Section 6.01(a)**, in each case which are not Restricted.

1.02. Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) (i) The words "***herein***," "***hereto***," "***hereof***" and "***hereunder***" and words of similar import when used in any Loan Document shall refer to such Loan Document as a whole and not to any particular provision thereof.

(ii) Article, Section, Exhibit, and Schedule references are to the Loan Document in which such reference appears.

(iii) The term "***including***" is by way of example and not limitation.

(iv) The term "***documents***" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(c) In the computation of periods of time from a specified date to a later specified date, the word "***from***" means "***from and including***"; the words "***to***" and "***until***" each mean "***to but excluding***"; and the word "***through***" means "***to and including***".

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(d) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.03. Accounting Terms. (a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Annual Financial Information, *except* as otherwise specifically prescribed herein.

(b) If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either Borrower or Lender shall so request, Lender and Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of Lender), *provided*, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) Borrower shall provide to Lender financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

1.04. Financial Statements. Where used, the reference to the "financial statements" of Borrower shall mean the financial statements of Borrower, whether audited or unaudited.

1.05. Calculating Financial Covenants. For the avoidance of doubt and notwithstanding anything herein to the contrary, the financial covenant set forth in **Section 7.08** (including the component definitions set forth in **Section 1.01**) to be calculated as of the last day of each Fiscal Year of Borrower (which is on a January 1 through December 31 fiscal year) shall be calculated for the period corresponding to the applicable Fiscal Year of Borrower.

1.06. Rounding. Any financial ratios required to be maintained by Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.07. References to Agreements and Laws. Unless otherwise expressly *provided* herein, (a) references to Organization Documents, agreements (including the Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent such amendments, restatements, extensions, supplements and other modifications are not prohibited by any Loan Document; (b) references to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Law; and (c) references to any docket number in brackets next to the name of such document shall refer to the docket number of such document in the Chapter 11 Case.

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1.08. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to California time (daylight or standard, as applicable).

ARTICLE II
THE COMMITMENT AND LOAN

2.01. Term Loan. Lender agrees to make a loan (the "***Loan***") to Borrower in a single draw on the Closing Date upon satisfaction of the conditions set forth in **Section 4.01**. The Commitment shall terminate upon funding of the Loan. The Loan will be denominated in Dollars. Amounts borrowed hereunder may not be reborrowed. Lender shall make the proceeds of the Loan available to Borrower by wire transfer of the proceeds in accordance with instructions provided to (and reasonably acceptable to) Lender by Borrower.

2.02. Prepayments.

(a) *Optional Prepayment*. Borrower may, upon written notice to Lender, at any time or from time to time, voluntarily prepay the Loan in whole or in part without premium or penalty (each such payment, an "***Optional Prepayment***"); *provided* such notice must be received by Lender not later than 1:00 p.m. three (3) Business Days prior to any date of prepayment. Each such notice shall specify the date and amount of such prepayment. If such notice is given by Borrower, Borrower shall make such prepayment, and the payment amount specified in such notice shall be due and payable on the date specified therein. Each prepayment shall be accompanied by all accrued interest thereon.

(i) Prior to the Maturity Date, all Optional Prepayments shall be applied in the following order: (1) *first*, to any unpaid fees and expenses due and owing under this Agreement; (2) *second*, to Scheduled Prepayments under **Section 2.02(b)** in accordance with **Section 2.02(c)**; (3) *third*, to the next subsequent principal repayment required under **Section 2.03**.

(ii) All payments made pursuant to **Section 6.14** shall be treated as Optional Prepayments for purposes of **Section 2.02**.

(b) *Scheduled Prepayments*. Unless sooner paid in full, the Loan's outstanding principal balance shall be paid in full on the Maturity Date. Notwithstanding the foregoing, in addition to principal monthly installments due under **Section 2.03**, Borrower shall be required to prepay the outstanding balance of the Loan, together with any accrued interest and fees of the Loan, in the amounts and on the final Business Day of the months set forth below (each a "***Scheduled Prepayment***"):

Month of Payment	Prepayment Amount
[48 months following Closing Date]	$5,000,000
[72 months following Closing Date]	$6,000,000
[96 months following Closing Date]	$7,500,000

(c) Any Optional Prepayment made pursuant to **Section 2.02(a)** or **Section 6.14** by the Borrower from time to time shall reduce the Scheduled Prepayment subsequently due pursuant to **Section 2.02(b)** on a dollar-for-dollar basis. If such Optional Prepayment exceeds the

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payment subsequently due, the excess amount of such Optional Prepayment shall reduce the next subsequent payment on a dollar-for-dollar basis.

2.03. Repayment of Loan. Borrower shall repay to Lender the aggregate principal amount of the Loan in monthly principal installments due and payable on each Payment Date, commencing with the first Payment Date to occur after the Closing Date, calculated based on a twelve (12) year mortgage-style principal amortization of the Loan using, for reference, the Applicable Loan Rate, in accordance with the principal repayment schedule attached hereto as **Exhibit C** and incorporated herein as part of this Agreement. Notwithstanding such scheduled amortization of the Loan, the entire remaining Outstanding Amount of the Loan, together with any and all accrued and unpaid interest and any and all other Obligations outstanding hereunder or under any of the other Loan Documents, shall be due and payable on the Maturity Date. For the avoidance of doubt, any payment made in excess of the amounts listed on **Exhibit C** shall be deemed an Optional Prepayment and shall reduce the subsequent Scheduled Prepayment in accordance with **Section 2.02(c)**.

2.04. Interest.

(a) Subject to the provisions of **Section 2.04(b)** and **(c)**, the principal amount of the Loan that is outstanding from time to time shall bear interest at the Applicable Loan Rate. Interest shall accrue on the outstanding principal balance of the Loan until paid in full, and such interest shall be payable by Borrower monthly in arrears on or prior to each Payment Date, commencing with the first Payment Date to occur after the Closing Date, and upon earlier prepayment in accordance with **Section 2.02** or demand in accordance with **Section 8.02**. Notwithstanding the foregoing, on the first (1st) Business Day of January and July of each year during the Interest Accrual Period (each such date, a "***PIK Date***"), any accrued but unpaid interest owing in respect of the Loan shall be capitalized and added as of such PIK Date to the principal amount of the Loan (the "***PIK Interest***"). From and after each PIK Date, the principal amount of the Loan shall, without further action on the part of Borrower or Lender, be deemed to be increased by the PIK Interest so capitalized and added to the unpaid principal balance of the Loan in accordance with the provisions hereof, whereupon from and after such PIK Date such amount of PIK Interest added shall also accrue interest.

(b) If an Event of Default under **Section 8.01(a)** occurs as a result of Borrower's failure to timely make any principal payment of the Loan or any other Obligations when due and payable under this Agreement or any of the other Loan Documents (after giving effect to any applicable cure period), whether at stated maturity, by acceleration or otherwise, or an Event of Default occurs under **Section 8.01(f)** or **Section 8.01(g)**, the entire Outstanding Amount of the Obligations under this Agreement and the other Loan Documents will thereafter, from the date such Event of Default occurred and continuing until such Event of Default has been cured or waived by Lender in writing, without any required notice from Lender, bear interest at a rate *per annum* at all times equal to the Default Rate, to the fullest extent permitted by applicable Laws.

(c) If any Event of Default (other than an Event of Default under **Section 8.01(a)**, **Section 8.01(f)** or **Section 8.01(g)**) occurs, then upon written notice to Borrower from Lender, the entire Outstanding Amount of the Obligations under this Agreement and the other

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Loan Documents will, effective as of the date of delivery of such written notice to Borrower and continuing until the related Event of Default has been cured or waived by Lender in writing, bear interest at all times equal to the Default Rate, to the fullest extent permitted by applicable Laws.

(d) Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.05. Computation of Interest and Fees. All computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on the Loan for the day on which the Loan is made, and shall not accrue on the Loan, or any portion thereof, for the day on which the Loan or such portion is paid.

2.06. Evidence of Debt. The Loan shall be evidenced by one or more accounts or records maintained by Lender in the ordinary course of Lender's business. The accounts or records maintained by Lender shall be conclusive, absent manifest error, of the amount of the Loan and the interest and payments thereon. Any failure to record or any error in doing so shall not, however, limit or otherwise affect the obligation of Borrower hereunder to pay any amount owing with respect to the Obligations. Upon the request of the Lender, Borrower shall execute and deliver to Lender a Note, which shall evidence Lender's Loan in addition to such accounts or records. Lender may attach schedules to the Note and endorse thereon the date, amount, and maturity of the Loan and payments with respect thereto.

2.07. Payments Generally.

(a) All payments to be made by Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. *Except* as otherwise expressly *provided* herein, all payments by Borrower hereunder shall be made to Lender in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. All payments received by Lender after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue.

(b) If any payment to be made by Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

2.08. Refinancing of DIP Obligations. The parties agree that this Agreement constitutes a continuation and restatement of, and not a novation or extinguishment of, the indebtedness and other obligations owing by Borrower to Lender, and the Liens granted to Lender, under the DIP Facility. On the Effective Date, the DIP Obligations and all other of Borrower's obligations under the DIP Facility shall be converted into this Agreement, and Borrower's outstanding DIP Obligations shall be paid to Lender, pursuant to the terms herein and in the Chapter 11 Plan. Any DIP Availability shall be distributed in accordance with the Chapter 11 Plan and Borrower shall have no obligation to use such DIP Availability to satisfy the DIP Facility or its obligations hereunder.

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ARTICLE III
TAXES

3.01. Taxes.

(a) **Payments Free of Taxes**. Any and all payments by or on account of any obligation of Borrower under any Loan Document will be made without deduction or withholding for any Taxes, *except* as required by applicable Law. If any applicable Law (as determined in the good faith discretion of Lender) requires the deduction or withholding of any Tax from any such payment by Lender, then Lender will be entitled to make such deduction or withholding and will timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable Law and, if such Tax is an Indemnified Tax, then the sum payable by Borrower will be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this **Section 3.01**) Lender receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) **Payment of Other Taxes by Borrower**. Without limiting the provisions of **Section 3.01(a)**, Borrower will timely pay to the relevant Governmental Authority in accordance with applicable Law, or at the option of Lender, timely reimburse it for the payment of, any Other Taxes.

(c) **Indemnification**. Borrower shall indemnify Lender, within ten (10) days after written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this **Section 3.01**) payable or paid by Lender or required to be withheld or deducted from a payment to Lender and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate setting forth in reasonable detail as to the amount or amounts of such payment or liability delivered to Borrower by Lender will be conclusive absent manifest error.

3.02. Survival. All of Borrower's obligations under this **Article III** shall survive termination of the Commitment and repayment, satisfaction or discharge of all other Obligations hereunder.

ARTICLE IV
CONDITIONS PRECEDENT TO THE EFFECTIVENESS OF THIS AGREEMENT AND TO THE MAKING OF THE LOAN

4.01. Conditions to Effectiveness of this Agreement and the Making of the Loan . The effectiveness of this Agreement and the making of the Loan are subject to the satisfaction (or waiver by the Lender in its sole discretion) of the following conditions precedent:

(a) Lender will have received the following, each of which will be (unless otherwise specified herein or otherwise required by Lender) (i) in form and substance satisfactory to Lender, (ii) except for the Chapter 11 Plan, dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date), (iii) except for the Chapter 11 Plan and evidence of Effective Date, an executed original (or facsimile or portable document

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format versions thereof) (in either such case, promptly followed by originals thereof), and (iv) to the extent to be executed by Borrower, be duly executed by a Responsible Person of Borrower:

(i) **This Agreement**. This Agreement, executed by Lender and Borrower;

(ii) **Collateral Documents.** Each Deed of Trust and any other applicable Collateral Documents, executed by Borrower, together with each of the following, in form and substance reasonably satisfactory to the Lender:

(A) all documents and instruments, including Uniform Commercial Code financing statements and amendments, required by law or reasonably requested by the Lender to be filed, registered or recorded to create or perfect the Liens intended to be created under the Collateral Documents;

(B) the results of the search of the Uniform Commercial Code (or equivalent) filings, tax Liens and judgment Liens made with respect to the Borrower in each jurisdiction (A) in which such a party is organized, and (B) where such a party has its chief executive office or has had its chief executive office within the last four months prior to the Effective Date; and copies of the financing statements (or other documents) disclosed by such search and evidence reasonably satisfactory to the Lender that the Liens indicated by such financing statements (or similar documents) are permitted by **Section 7.01** or have been released or, simultaneously with the Loan hereunder, will be released;

(C) all existing appraisals as may be requested by Lender and all existing environmental reports (including all available Phase I Environmental Site Assessment reports and Phase II Environmental Site Assessment reports), and any other existing reports, audits, studies or certifications associated therewith, in each case, in the Borrower's possession in connection with any Collateral which is real property.

(iii) **Note.** A separate note executed by Borrower to the order of Lender evidencing the Loan to be made by Lender hereunder**;**

(iv) **Certificate of Authority**. A Certificate of Authority executed by the Bishop of Oakland, certifying among other things, (A) attached to such certificate is a true, correct and complete copy of (1) the Organization Documents of Borrower then in full force and effect and (2) a certificate of good standing or status from each of the Secretary of State and the Franchise Tax Board of the State of California, (B) the Bishop of Oakland, as the incumbent corporation sole, has the power and authority under applicable Canon Law and civil law to execute, deliver and perform the Loan Documents to which Borrower is a party, and (C) Lender may conclusively rely on such certificate;

(v) **Chapter 11 Plan**. A true and correct copy of the Chapter 11 Plan relating to the indebtedness evidenced by, inter alia, this Agreement, the related disclosure

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statement, and any and all Chapter 11 Plan supplements, together with the Confirmation Order, all approved by the Bankruptcy Court;

(vi) **Opinions of Borrower's Counsel**. Favorable opinions of counsel from the following counsel, addressed to Lender as of the Closing Date as to such matters as are reasonably required by Lender with respect to Borrower and the Loan Documents:

(A) Opinion of the Judicial Vicar of the Diocese of Oakland as to matters related to Canon Law, and

(B) Opinion of Foley & Lardner, LLP, special counsel to Borrower, as to matters of California and other civil law.

(b) **Insurance**. Lender will have received documentation satisfactorily demonstrating all insurance required to be maintained pursuant to **Section 6.07** has been obtained and is in effect;

(c) **No Litigation**. Except as previously disclosed to Lender in writing or publicly in the Chapter 11 Case (including any adversary proceedings filed therein, whether or not reference has been withdrawn from the Bankruptcy Court to the United States District Court for the Northern District of California), no investigation, litigation, alternative dispute proceeding or other similar suit or proceeding instituted by any Person (including any Governmental Authority) will be pending in any court or before any arbitrator or mediator or before any Governmental Authority, or will have been threatened in writing by any Person (including any Governmental Authority) to be instituted, (i) with respect to this Agreement or any of the related Loan Documents, or (ii) which could, if adversely determined, reasonably be expected to have or result in a Material Adverse Change;

(d) **Due Diligence**. Lender will have completed, to its satisfaction, all legal, tax, ERISA, labor, business and other due diligence with respect to the business, assets, liabilities, operations and condition (financial or otherwise) of Borrower, all in scope and determination satisfactory to Lender (as part of such diligence, Lender will have received and approved a copy of the investment policies of Borrower).

(e) **Payment of Lender's Expenses**. Borrower will have paid all reasonable and documented out-of-pocket fees, expenses, charges, and disbursements of Lender, including the reasonable fees, expenses, charges, and other disbursements of Norton Rose Fulbright, as special legal counsel to the Lender;

(f) **Truth and Correctness of Representations and Warranties**. The representations and warranties of Borrower contained in this Agreement (including **Article V**) or in any other Loan Document will be true and correct in all material respects (*except* such materiality qualifier will not be applicable to any portion of any representation and warranty already qualified or modified by materiality in the text thereof) on and as of the date of the funding of such Loan to Borrower, *except* to the extent any such representation or warranty specifically refers to an earlier date, in which case such representation or warranty will be true and correct in all material respects (*except* such materiality qualifier will not be applicable to any portion of any

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representation and warranty already qualified or modified by materiality in the text thereof) as of such earlier date;

(g) **No Default or Event of Default**. No Default or Event of Default will then exist, or will result from the making of such proposed Loan or from the application of the proceeds thereof;

(h) ***Reserved.***

(i) **Evidence of Effective Date**. Lender shall have received evidence that the Effective Date has occurred.

(j) **No Material Adverse Change**. Except as previously disclosed to Lender in writing, no Material Adverse Change will have occurred since the effective date of the Chapter 11 Plan.

(k) **Insurance**. The Lender shall have received evidence that the insurance required by **Section 6.07** is in effect.

(l) **Closing Certificate**. The Lender shall have received a certificate, dated the Effective Date and signed by the Bishop of Oakland, confirming compliance with the conditions set forth in paragraphs (f), (g), (h) and (j) of Section 4.01.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

To induce Lender to enter into this Agreement and to make the Loan hereunder, Borrower hereby represents and warrants to Lender as follows:

5.01. Existence, Qualification and Power; Compliance with Laws. Borrower is a corporation sole and nonprofit religious corporation duly organized, validly existing and in good standing under the Laws of the State of California; and has all requisite power and authority under applicable Law and all requisite licenses, authorizations, permits, consents and approvals to (i) own its assets, including each of the Facilities, and to conduct, in all material respects, its business and affairs as currently conducted and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party.

5.02. Corporate Authorization; No Contravention The execution, delivery and performance by Borrower of each Loan Document to which it is party have been duly authorized by all necessary corporate or other organizational action and do not and will not (a) contravene the terms of any of Borrower's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien (other than Permitted Liens) under (i) any Contractual Obligation to which Borrower is a party or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which Borrower or its property is subject; or (c) violate any applicable Law, including any applicable Canon Law.

5.03. Tax-Exempt Organizations. Borrower is listed in the Official Catholic Directory and is a Tax-Exempt Organization pursuant to the group ruling issued annually to the United States

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Conference of Catholic Bishops with respect to the Roman Catholic Church in the United States by the Internal Revenue Service, which group ruling is and remains in full force and effect; and Borrower does not have "unrelated business taxable income" as defined in Section 512 of the Code which could reasonably be expected to affect adversely its status as an organization described in Section 501(c)(3) of the Code or its exemption from federal income taxation under Section 501(a) of the Code or which, if such income were subject to federal income taxation, could reasonably be expected to have or result in a Material Adverse Change.

5.04. Governmental or Other Authorizations. Except as a result of the Chapter 11 Case and subject to any necessary authorization of the Bankruptcy Court, no approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required under any applicable Law, including under applicable Canon Law, in connection with the execution, delivery or performance by, or enforcement against, Borrower or any other Loan Document (*except* as has otherwise already been obtained).

5.05. Binding Effect. This Agreement has been, and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by Borrower. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding joint and several obligation of Borrower, enforceable against Borrower in accordance with its terms, *except* as enforcement thereof may be limited by Debtor Relief Laws or other applicable Laws affecting the enforcement of creditors' rights generally and by general principles of equity.

5.06. RESERVED

5.07. Financial Statements; No Material Adverse Change.

(a) The Annual Financial Information for the Fiscal Year of Borrower ended December 31, 2024 (i) was prepared in accordance with GAAP consistently applied throughout the period covered thereby, *except* as otherwise expressly noted therein, (ii) fairly presents the financial condition of Borrower as of the date thereof and its results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, *except* as otherwise expressly noted therein, and (iii) shows all material indebtedness and other liabilities, direct or contingent, of Borrower as of the date thereof to the extent required to be disclosed by GAAP.

(b) The unaudited quarterly financial statements of Borrower dated [__] (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, *except* as otherwise expressly noted therein, and (ii) fairly present the financial condition of Borrower as of the date thereof and its results of operations for the period covered thereby, subject to the absence of footnotes and to normal year-end audit adjustments.

(c) Since the entry of the Confirmation Order, except as previously disclosed to Lender in writing, there has been no event or circumstance, either individually or in the aggregate, that has had or would reasonably be expected to have or result in a Material Adverse Change.

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5.08. Litigation. Except as previously disclosed to Lender in writing, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of Borrower, threatened in writing, at law, in equity, in arbitration or before any Governmental Authority, by or against Borrower or any of their respective Properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or any of the transactions contemplated hereby, or (b) either individually or in the aggregate would reasonably be expected to have or result in a Material Adverse Change.

5.09. No Default. Except as a result of filing the Chapter 11 Case, Borrower is not in default under or with respect to any Contractual Obligation that would, either individually or in the aggregate, reasonably be expected to have or result in a Material Adverse Change. No Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

5.10. Ownership of Property; Liens. *Except* for donor restrictions as to disposal, alienation, or such equivalent transfers, Borrower has good record and marketable title in fee simple to, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business, *except* for such defects in title as would not, individually or in the aggregate, reasonably be expected to have or result in a Material Adverse Change. The Property of Borrower is not subject to any Liens other than Permitted Liens.

5.11. Environmental Compliance. Borrower conducts in the ordinary course of business a review of the effect of existing Environmental Laws and claims, if any, alleging potential liability or responsibility for violation of any Environmental Law on their respective operations and Properties, and as a result thereof Borrower has reasonably concluded such Environmental Laws and claims could not, individually or in the aggregate, reasonably be expected to have or result in a Material Adverse Change.

5.12. ERISA Plans. None of Borrower's ERISA Affiliates has received any notice or has any knowledge to the effect it is not in compliance in all material respects with the applicable provisions of ERISA, the Code and other related Federal or, to the extent not pre-empted by ERISA, state Laws. With respect to each Plan of any of Borrower's ERISA Affiliates, no Reportable Event, Prohibited Transaction or other fact or circumstance exists which may have an adverse effect on the tax qualified status of such Plan. None of Borrower's ERISA Affiliates has (a) any withdrawal liability in connection with a Multiemployer Plan, (b) any accumulated funding deficiency within the meaning of ERISA or (c) any liability, or knows of any fact or circumstances which could result in any liability to PBGC, the IRS, the United States Department of Labor or any participant in connection with any Plan (other than accrued benefits which are or may become payable to participants or beneficiaries of any such Plan).

5.13. Disclosure. No Loan Document and no other document delivered pursuant to **Sections 6.01**, **6.02** and **6.03** furnished by or on behalf of Borrower to Lender contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; *provided*, with respect to projected financial information, Borrower represents only such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

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5.14. Compliance with Laws. Borrower is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its Properties, *except* in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in accordance with **Section 9.01**, (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have or result in a Material Adverse Change, or (c) compliance is excused by, or otherwise prohibited by, the provisions of the Bankruptcy Code or as a result of the Chapter 11 Plan or any other aspect or consequence of the Chapter 11 Case.

5.15. RESERVED

5.16. Taxes. Except as excused by the Bankruptcy Court or as a result of the filing of the Chapter 11 Case or the Confirmation Order, Borrower has filed all Federal, state and other material tax returns and reports required to be filed, and has paid all Federal, state and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their Properties otherwise due and payable, *except* those charges which are being contested in accordance with **Section 9.01**.

5.17. Anti-Corruption Laws and Anti-Terrorism Laws.

(a) Neither Borrower nor, to the actual knowledge of Borrower, any director, officer, employee or agent of Borrower, is a Person that is or is owned or otherwise controlled by any other Person that is (i) currently the subject or target of any Sanctions or (ii) located, organized or resident in a Designated Jurisdiction.

(b) Borrower has conducted its business in compliance with applicable Anti-Corruption Laws and Anti-Terrorism Laws and has instituted and maintained policies and procedures designed to promote and achieve compliance with such Laws.

ARTICLE VI
AFFIRMATIVE COVENANTS

Until the Commitment shall have expired or been terminated, the principal of and interest on the Loan and all fees, expenses and other amounts under any Loan Document have been paid in full in cash, Borrower covenants and agrees that it will:

6.01. Financial Statements. Deliver to Lender (in form and detail satisfactory to Lender):

(a) As soon as reasonably available but in no event later than one hundred eighty (180) days after the last day of each Fiscal Year of Borrower, an accountants' report attaching the audited financial statements for CSA prepared by the firm currently auditing the financial information of CSA as of the Closing Date or by a firm of nationally recognized independent certified public accountants selected by Borrower and satisfactory to Lender in its Reasonable Discretion and covering the operations of CSA for such Fiscal Year. The annual report described in this clause (a) is referred to as the "***Annual Financial Information***".

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(b) As soon as reasonably available but in no event later than sixty (60) days after the last day of each of the second quarterly fiscal period of each Fiscal Year of Borrower, a certificate of the Chief Financial Officer of Borrower (or other authorized officer having primary responsibility for the financial affairs of Borrower) setting forth (i) changes in net fixed assets, (ii) changes in the Indebtedness of Borrower, (iii) the aggregate balance of all Investments (including all Cash and Liquid Investments) of Borrower not Restricted, (iv) to such Responsible Person's knowledge, no Default, Event of Default or Material Adverse Change has occurred, (v) the unaudited, internally prepared financial statements for CSA, and (vi) a summary discussion covering significant changes to the financial condition and operations of Borrower, including updates, if any, of litigation matters, all in reasonable detail and certified, subject to year-end adjustment, by an authorized financial officer of Borrower.

6.02. Certificates; Other Information. Deliver to Lender (in form and detail satisfactory to Lender):

(a) Concurrently with the delivery of the Annual Financial Information referred to in **Section 6.01(a)** for the Fiscal Year most recently ended, a duly completed Compliance Certificate signed by the Chief Financial Officer of Borrower (or other authorized officer having primary responsibility for the financial affairs of Borrower), including a calculation of the financial covenant set forth in **Section 7.08**.

(b) Concurrently with the delivery of the financial statements referred to in **Section 6.01(a)**, a certificate signed by the Chief Financial Officer of Borrower (or other authorized officer having primary responsibility for financial affairs of Borrower) stating in preparing such financial statements no knowledge was obtained of any Default having occurred that is then still continuing or, if any such Default shall exist, stating the nature and status of such event.

(c) Promptly after any request by Lender, made in its Reasonable Discretion, copies of any detailed audit reports, management letters or recommendations submitted to the Governing Body (or any designated committee or representative thereof) of Borrower by independent accountants in connection with their audit or review of the accounts or books of CSA.

(d) As soon as reasonably available, all updates to the investment policies of Borrower delivered to Lender pursuant to **Section 4.01(d)**.

(e) Such additional information as Lender may reasonably request concerning Borrower; *provided*, *however*, Borrower shall in no event be required to make available nonfinancial documents of a confidential nature.

6.03. Notices. Promptly notify Lender:

(a) of the occurrence of any Default;

(b) of (i) the institution of any investigation, litigation or alternative dispute proceeding by any Person, including any Governmental Authority, (A) which creates a material risk of resulting, after giving effect to any applicable insurance, in the payment by Borrower of more than the Threshold Amount, (B) with respect to which there is a reasonable likelihood of a

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finding adverse to Borrower, which adverse finding, if made, could reasonably be expected to have or result in a Material Adverse Change, or (C) which seeks in any manner to invalidate any Loan Document or any provision thereof or to otherwise enjoin the performance of any Loan Document or any provision thereof, and (ii) any material development in any investigation, litigation or alternative dispute proceeding described in the preceding **subclause (b)(i)**;

(c) of any matter that has resulted or would reasonably be expected to have or result in a Material Adverse Change;

(d) of any change of independent accountants by Borrower, which notice shall state (i) the effective date of such change, (ii) whether there were any unresolved disagreements with the former accountants on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which the accountants claimed would have caused them to refer to the disagreement in a report on the disputed matter, if it was not resolved to their satisfaction, and (iii) such additional information relating thereto as Lender may reasonably request;

(e) of any material change in accounting policies or financial reporting practices by Borrower;

(f) of the destruction of any Facilities of Borrower or any portion thereof as a result of fire or other casualty, or any damage to such Facilities or portion thereof as a result of fire or other casualty, the Net Proceeds of which are estimated to exceed $3,000,000; and

(g) of any prospective or pending condemnation proceedings with respect to any Facilities of Borrower or any portion thereof, and of the receipt of the Net Proceeds of any such condemnation received by Borrower in excess of $3,000,000.

6.04. Payment of Obligations. Pay and discharge as the same will become due and payable, (a) all tax liabilities, assessments and governmental charges or levies upon it or its Properties, the failure of which to pay would reasonably be expected to have or result in a Material Adverse Change; (b) all lawful claims which, if unpaid, would by law become a Lien upon its property (other than a Permitted Lien); and (c) all Indebtedness, as and when due and payable (but subject to any subordination provisions contained in any instrument or agreement evidencing such Indebtedness), *except* where, in the case of each of the preceding **clauses (a)** through **(c)**, such failure to timely pay or discharge in full is being contested in accordance with **Section 9.01**.

6.05. Preservation of Existence, Rights, Privileges, Permits, Licenses, Accreditations and Qualifications. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing, including as a nonprofit corporation, under the Laws of the State of California, (b) preserve and maintain in full force and effect its legal existence as a Tax-Exempt Organization and (c) *except* to the extent failure to do so could not reasonably be expected to have or result in a Material Adverse Change, take all reasonable action to maintain all rights, privileges, permits, licenses, accreditations and qualifications necessary or reasonably desirable in the normal operation and use of its Facilities and conduct of its activities and businesses.

6.06. Maintenance of Properties. At all times (a) use its Facilities only in furtherance of its lawful purposes, (b) cause its activities and businesses to be carried on and conducted and

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its Properties to be maintained, preserved and kept in good working order and condition, ordinary wear and tear excepted, and in as safe condition as its operations will reasonably permit, and (c) make all necessary and proper repairs and replacements thereof and thereto so its operations and activities and businesses shall at all times be conducted in an efficient, proper and advantageous manner; *provided*, *however*, nothing herein contained shall be construed to prevent Borrower from ceasing to operate any portion of its Property if in its reasonable good faith judgment (evidenced, in the case of such a cessation other than in the ordinary course of business, by a determination by its Governing Body) it is advisable not to continue to operate the same, or if it intends to sell or otherwise Dispose of the same and within a reasonable time endeavors to effect such Disposition.

6.07. Insurance. Maintain, at the sole expense of Borrower, insurance with respect to its activities and businesses and its Property and the operation thereof against such casualties, contingencies and risks (including public liability, sexual misconduct, earthquake and employee dishonesty) and, in such amounts (*except* for earthquake and sexual misconduct coverage) not less than is customary in the case of Persons engaged in the same or similar activities and similarly situated and as, in the judgment of Borrower, is adequate to protect the Property, activities and operations of Borrower. In the case of earthquake and sexual misconduct coverage, Borrower shall maintain or cause to be maintained, at its sole expense, reasonable coverage under the circumstances in such amounts as are reasonably available to Borrower. Borrower shall annually review the insurance maintained pursuant hereto as to its customariness and adequacy. Borrower may self-insure or participate in pooled-risk insurance or similar programs to the extent it reasonably determines the same is prudent in the circumstances.

6.08. Compliance with Laws. Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, *except* in such instances in which the failure to comply therewith is being contested in accordance with **Section 9.01** or could not otherwise reasonably be expected to have or result in a Material Adverse Change.

6.09. Books and Records. Maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the activities, business and Property of Borrower.

6.10. Inspection Rights. Permit representatives and independent contractors of Lender to visit and inspect any Facilities and other Property of Borrower, to examine their respective corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss their respective affairs, finances and accounts with their respective officers and independent accountants, at such reasonable times during normal business hours upon reasonable advance notice to Borrower; *provided* (a) the primary contact under this **Section 6.10** shall be to Borrower, (b) that Borrower shall not in any event be required to make available nonfinancial documents of a confidential nature, (c) no more than one such inspection during any calendar year shall be at the expense of Borrower, and (d) notwithstanding the preceding **clause (c)**, if an Event of Default has occurred and is then continuing, Lender (or any of its representatives or independent contractors) may do any of the foregoing at the expense of Borrower at any time during normal business hours and without advance notice.

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6.11. Performance of Covenants. Faithfully perform at all times any and all covenants, undertakings and provisions contained in this Agreement and in each other Loan Document to which Borrower is a party. In furtherance thereof, Borrower covenants and agrees (a) Canon Law is not, and shall not be construed to be, inconsistent with any covenant, undertaking or provision in this Agreement or any other Loan Document that by its terms under applicable civil Law is binding on Borrower, and (b) to operate its Property and conduct its activities and businesses in such a manner as to provide revenue which, together with other available funds, is sufficient to pay promptly all payments of principal and interest on its Indebtedness, all expenses of operation, maintenance and repair of its Property and all other payments required to be made by it hereunder, to the extent permitted by applicable Law and consistent with its religious mission.

6.12. Further Assurances. In addition to the obligations and documents which this Agreement expressly requires Borrower execute, acknowledge, deliver and perform, Borrower will execute and acknowledge (or cause to be executed and acknowledged) and deliver to Lender all documents, and take all actions, that may be reasonably requested by Lender from time to time hereunder to confirm the rights created or now or hereafter intended to be created under the Loan Documents, to protect and further the validity, extent, priority and enforceability of the Liens created under the Loan Documents, or otherwise to carry out the purposes of the Loan Documents and the transactions contemplated hereunder and thereunder.

6.13. Appraisals; Collateral Value. Within ninety (90) days of the date hereof, or such longer time as may be permitted by Lender in its sole discretion, Lender shall receive appraisals satisfactory to Lender with respect to the real property listed on **Exhibit D** (such real property listed there, or any portion of such real property, the "***Initial Collateral Property***"). In the event the Outstanding Amount is more than seventy-five percent (75.0%) of the cumulative appraised value of the Initial Collateral Property, Borrower shall provide additional Deeds of Trust with respect to real property (the "***Additional Collateral Property***", together with the Initial Collateral Property, collectively, the "***Total Collateral Property***") such that the Outstanding Amount is no more than seventy-five percent (75.0%) of the appraised value of the Total Collateral Property.

6.14 Permitted Collateral Disposal. At the discretion of Borrower, Borrower may sell Initial Collateral Property, provided that, either:

(a) On or prior to the date of closing of such sale of the Initial Collateral Property, Borrower provides a revised form of **Exhibit D** with evidence reasonably satisfactory to the Lender that the cumulative appraised value of the properties listed on the revised form of **Exhibit D** (such properties, the "***Revised Collateral Property***") such that the Outstanding Amount is no more than seventy-five percent (75.0%) of the appraised value of the Revised Collateral Property; or

(b) Within thirty (30) days of the closing of such sale (or such longer period of time acceptable to the Lender in its sole discretion) and the Borrower's receipt of any proceeds of such sale of the Initial Collateral Property, Borrower provides a revised form of **Exhibit D** with evidence reasonably satisfactory to the Lender of the cumulative appraised value of the Revised Collateral Property and promptly provides payment in cash to the Lender of the difference between the appraised value of the Initial Collateral Property and the appraised value of the Revised Collateral Property.

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ARTICLE VII
NEGATIVE COVENANTS

Commencing on the date hereof and thereafter until the payment in full in cash of the principal of and interest on the Loan and all fees, expenses and other amounts (other than secured unasserted contingent indemnification obligations), Borrower covenants and agrees with Lender it will not, directly or indirectly:

7.01. Liens. Create, incur, assume or suffer to exist any Lien upon any of its Property, assets or revenues, whether now owned or hereafter acquired, other than the following:

(a) Liens granted, pledged or otherwise created pursuant to any Loan Document to secure the Secured Obligations;

(b) Liens securing Non-Recourse Indebtedness permitted pursuant to **Section 7.02(d)**;

(c) Liens securing Indebtedness of Borrower permitted by **Section 7.02** on assets of Borrower that are not Collateral, provided however the Borrower shall not encumber any real property assets subject to a ground lease with Lender without the prior written consent of Lender;

(d) Liens securing Indebtedness of the Borrower under the Chapter 11 Plan; and

(e) Liens arising under the DIP Facility that continue in effect to secure the Obligations hereunder in accordance with the terms of this Agreement and the DIP Order.

(f) Permitted Encumbrances.

7.02. Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness under the Loan Documents;

(b) Indebtedness, including Guaranties, outstanding on the date hereof and any refinancings, refundings, renewals or extensions thereof; *provided* the amount of such Indebtedness is not increased at the time of such refinancing, refunding, renewal or extension *except* by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such refinancing and by an amount equal to any existing commitments unutilized thereunder;

(c) Non-Recourse Indebtedness; *provided however*, the Book Value, or at the option of Borrower, the Current Value of the Property, Plant and Equipment subject to be a Lien securing such Non-Recourse Indebtedness, together with the Book Value or Current Value, as the case may be, of all other Property, Plant and Equipment subject to Liens securing Non-Recourse Indebtedness, shall not exceed ten percent (10%) of the Book Value or the Current Value, as the case may be, of the Property, Plant and Equipment of Borrower;

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(d) Guaranties (i) of the Obligations hereunder and under the other Loan Documents and (ii) of Indebtedness otherwise permitted by this **Section 7.02**;

(e) Liabilities for contributions to self-insurance, pooled or shared risk programs required or permitted to be maintained under this Agreement;

(f) Indebtedness in the form of any Swap Contracts entered into in the Ordinary Course of Business, in each case providing protection to Borrower against fluctuations in interest rates in connection with their operations, activities and business, in each case so long as the entering into of such Swap Contracts are bona fide hedging activities and are not for speculative purposes;

(g) Indebtedness solely between Borrower and any Diocesan entity;

(h) Indebtedness incurred under the Chapter 11 Plan;

(i) Indebtedness representing the refinancing of the DIP Obligations on the Effective Date;

(j) Indebtedness incurred under the Existing RCC Loan; and

(k) in addition to the other Indebtedness permitted under this **Section 7.02**, Indebtedness in the aggregate principal amount outstanding at any time not to exceed $10,000,000 ("***Permitted Additional Indebtedness***").

7.03. Fundamental Changes. Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its Property to or in favor of any Person, *except*, so long as no Default exists or would result therefrom, any Diocesan entity may merge or consolidate with Borrower, *provided* Borrower shall be the continuing or surviving Person.

7.04. Dispositions. Except for pursuant to **Section 6.14** or as otherwise required to comply with the Chapter 11 Plan, make any Disposition except for Dispositions of assets that are not Collateral for the Loan and do not, individually or collectively, constitute all or substantially all of Borrower's assets.

7.05. Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of Borrower, whether or not in the Ordinary Course of Business, other than on fair and reasonable terms substantially as favorable to Borrower as would be obtainable in a comparable arm's length transaction; *provided* the foregoing restriction shall not apply to Loans to Diocesan entities.

7.06. Use of Proceeds. Use any portion of the proceeds of the Loan, whether directly or indirectly:

(a) for any purpose other than to refinance existing debt;

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(b) for any purpose that entails a violation of Regulations U or X adopted by the FRB;

(c) (i) to fund any activities or business of or with any Person, or in any country or territory, that at the time of such funding is, or whose government currently is the subject or target of any Sanctions or located, organized or resident in a Designated Jurisdiction, a Sanctioned Person, or (ii) in any manner that would result in a violation of Sanctions by any Person party hereto; or

(d) for any payments that could constitute a material violation of any Anti-Corruption Law applicable.

7.07. Borrower as Tax-Exempt Organization. Not distribute any of its revenues, income or profits, whether realized or unrealized, to any of its members, directors or officers or allow the same to inure to the benefit of any private person, association or corporation, other than for the lawful purposes of Borrower; *provided*, *however*, Borrower may pay to any Person the value of any service or product performed for or supplied to Borrower by such Person.

ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES

8.01. Events of Default. Any of the following shall constitute an Event of Default:

(a) **Non-Payment**. Borrower fails to pay (i) when and as required to be paid herein, any amount of principal of any Loan, (ii) within three (3) Business Days after the same becomes due, any interest on any Loan, or (iii) within five (5) Business Days after the same becomes due, any other fee due hereunder, or any other amount payable hereunder or under any other Loan Document; or

(b) **Specific Covenants**. Except as provided in **Section 8.01(c),** Borrower fails to perform or observe any term, covenant or agreement contained in **Article VI**; or

(c) **Other Defaults**. Borrower fails (i) to perform or observe any covenant or agreement contained in **Section 6.01** (inclusive), **Section 6.02** (inclusive) or **Section 6.03(a)**, on its part to be performed or observed, and such failure continues for ten (10) Business Days, (ii) to perform or observe any covenant or agreement contained in **Section 7.08(a)** on its part to be performed or observed and such failure continues for ten (10) Business Days after the earlier of (A) the date on which a Responsible Person of Borrower becomes aware thereof or (B) the date on which notice thereof is given to Borrower by Lender, or (iii) to perform or observe any other covenant or agreement (not specified in **Sections 8.01(a)** or **(b)** or the preceding **clause (i)** of this **Section 8.01(c)**) contained in this Agreement or in any other Loan Document on its part to be performed or observed and such failure continues for thirty (30) days after the earlier of (A) the date on which a Responsible Person of Borrower becomes aware thereof or (B) the date on which notice thereof is given to Borrower by Lender; or

(d) **Representations and Warranties**. (i) Any representation, warranty, statement or certification made by Borrower in this Agreement or in any other Loan Document or in any statement or certificate delivered to Lender by or on behalf of Borrower in connection with

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any Loan Document subject to materiality or a Material Adverse Change qualification will not be true and correct in any respect when made or deemed made, or (ii) any representation, warranty, certification or statement of fact made or deemed made by or on behalf of Borrower in this Agreement or in any other Loan Document or in any other statement or certificate delivered to Lender in connection with any Loan Document not subject to materiality or a Material Adverse Change qualifier will not be true and correct in any material respect when made or deemed made; or

(e) **Cross-Default**. (i) Borrower (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness or Guaranty (other than Indebtedness hereunder and the other Loan Documents and Indebtedness under Swap Contracts) having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than the Threshold Amount, or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness or Guaranty or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guaranty (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guaranty to become payable or cash collateral in respect thereof to be demanded; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which Borrower is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as defined in such Swap Contract) as to which Borrower is an Affected Party (as defined in such Swap Contract) and, in either event, the Swap Termination Value owed by Borrower as a result thereof is greater than the Threshold Amount; or

(f) **Insolvency Proceedings, Etc**. Borrower institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of Borrower and the appointment continues undischarged or unstayed for ninety (90) days; or any proceeding under any Debtor Relief Law relating to Borrower or to all or any material part of its property is instituted without the consent of Borrower and continues undismissed or unstayed for thirty (30) days, or an order for relief is entered in any such proceeding; or

(g) **Inability to Pay Debts; Attachment**. (i) Borrower becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within thirty (30) days after its issue or levy; or

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(h) **Judgments**. There is entered against Borrower (i) a final judgment or order for the payment of money in an aggregate amount exceeding the Threshold Amount (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage), or (ii) any one or more non-monetary final judgments that have, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Change and, in either case, (A) enforcement proceedings are commenced by any creditor upon such judgment or order, or (B) there is a period of thirty (30) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; provided, however, that any judgment entered against the Borrower in connection with the Litigation Option (as that term is defined in the Chapter 11 Plan) shall not constitute an Event of Default hereunder; or

(i) **Invalidity of Loan Documents**. Any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect; or Borrower or any other Person contests in any manner the validity or enforceability of any Loan Document; or Borrower denies it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any Loan Document.

8.02. Remedies Upon Event of Default. Upon the occurrence and during the continuing existence of any Default or Event of Default, Lender will have no obligation to extend any additional credit to or for the benefit of Borrower, whether in the form of the making of the Loan or otherwise. In addition, upon the occurrence and during the continuance of any Event of Default, Lender may, at its discretion, take any or all of the following actions, all of which are hereby authorized by Borrower:

(a) [RESERVED];

(b) **Acceleration of Obligations**. Declare all or any portion of the unpaid principal amount of the outstanding Loan, the interest accrued and unpaid thereon and the other amounts and Obligations owing or payable under this Agreement or under any other Loan Document or any other instrument executed by Borrower pursuant to the Loan Documents to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by Borrower, or

(c) **Exercise of Rights and Remedies**. Exercise, in addition to all rights and remedies granted or otherwise made available to Lender under this Agreement or any of the other Collateral Documents, any and all rights and remedies granted or otherwise made available to Lender under the UCC or other applicable Law or in equity;

provided, upon the occurrence of an actual or deemed entry of an order for relief with respect to Borrower under any Debtor Relief Law (other than the Chapter 11 Case), the obligation of Lender to make or advance the Loan will automatically terminate, the unpaid principal amount of all outstanding amounts under the Loan and all interest and other amounts and Obligations as aforesaid will automatically become due and payable, in each case, without further act of Lender.

8.03. Application of Funds. After the exercise of remedies provided for in **Section 8.02** (or after the Loan has automatically become immediately due and payable), any amounts received

on account of the Obligations shall be applied by Lender in such order as it elects in its sole discretion.

ARTICLE IX
MISCELLANEOUS

9.01. Borrower's Right of Contest. Notwithstanding anything to the contrary contained in this Agreement, Borrower shall not be required to pay any tax, levy, charge, fee, rate, assessment or imposition referred to in **Section 6.04**, to remove any Lien required to be removed under **Section 7.01**, pay or otherwise satisfy and discharge its obligations, Indebtedness (other than any Obligations), demands and claims against it or to comply with any ordinance, rule, order, decree, decision, regulation or other Law referred to in **Section 6.05** or **Section 6.08**, so long as Borrower shall contest, in good faith and at its cost and expense, in its own name and behalf, the amount or validity thereof, in an appropriate manner or by appropriate proceedings which shall operate during the pendency thereof to prevent the collection of or other realization upon the tax, levy, charge, fee, rate, assessment, imposition, obligation, Indebtedness, demand, claim or Lien so contested, and the sale, forfeiture, or loss of its Property or any part thereof; *provided* no such contest shall subject Lender or any Related Person to the risk of any liability. While any such matters are pending, Borrower will not be required to pay, remove or cause to be discharged the tax, levy, charge, fee, rate, assessment, imposition, obligation, Indebtedness, demand, claim or Lien being contested unless Borrower agrees to settle such contest. Each such contest shall be promptly prosecuted to final conclusion (subject to the right of Borrower engaging in such a contest to settle such contest), and in any event Borrower will save Lender and each Related Person harmless from and against all losses, judgments, decrees and costs (including all reasonable attorney fees, costs and expenses in connection therewith) as a result of such contest and will, promptly after the final determination of such contest or settlement thereof, pay and discharge the amounts which shall be levied, assessed or imposed or determined to be payable therein, together with all penalties, fines, interests, costs and expenses thereon or incurred in connection therewith. Borrower engaging in such a contest will give Lender prompt written notice of any such contest. Borrower hereby waives, to the extent permitted by law, any right which it may have to contest any Obligation.

9.02. Amendments; Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by Borrower, shall be effective unless in writing signed by Lender and by Borrower, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

9.03. Notices and Other Communications; Facsimile Copies.

(a) **General**. Unless otherwise expressly *provided* herein, all notices and other communications *provided* for hereunder shall be in writing (including by facsimile transmission). All such written notices shall be mailed, faxed or delivered to the address, facsimile number or (subject to **Section 9.03(b)**) electronic mail address specified for notices to the applicable party set forth below:

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If to Borrower :

The Roman Catholic Bishop of Oakland
2121 Harrison Street, Suite 100
Oakland, California 94612
Attention: Chief Financial Officer
Telephone: (510) 267-8321
Email: pbongiovani@oakdiocese.org

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

Foley & Lardner LLP
777 E. Wisconsin Avenue, Suite 3700
Milwaukee, Wisconsin 53202-5306
Attention: Heidi M. Furlong
Telephone: (414) 297-5620
Email: hfurlong@foley.com

If to Lender:

Roman Catholic Cemeteries
2121 Harrison Street, Suite 200
Oakland, California 94612

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

Norton Rose Fulbright US LLP
555 South Flower Street, Forty-First Floor
Los Angeles, California 90071
Attention: Scott Kortmeyer
Telephone: (213) 892-9268
Email: scott.kortmeyer@nortonrosefulbright.com

or to such other address, facsimile number or electronic mail address as shall be designated by such party in a notice to the other party. All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (i) actual receipt by the relevant party hereto and (ii) (A) if delivered by hand or by courier, when signed for by or on behalf of the relevant party hereto, (B) if delivered by mail, four (4) Business Days after deposit in the mail, postage prepaid, (C) if delivered by facsimile, when sent and receipt has been confirmed by telephone, and (D) if delivered by electronic mail (which form of delivery is subject to the provisions of **Section 9.03(b)**), when delivered; *provided*, *however*, notices and other communications to Lender pursuant to **Article II** shall not be effective until actually received by Lender. In no event shall a voicemail message be effective as a notice, communication or confirmation hereunder.

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(b) **Limited Use of Electronic Mail**. Electronic mail and Internet and intranet websites may be used only to distribute routine communications, such as financial statements and other information as *provided* in **Sections 6.01**, **6.02** and **6.03**, and to distribute Loan Documents for execution by the parties thereto, and may not be used for any other purpose.

(c) **Reliance by Lender**. Lender shall be entitled to rely and act upon any notices purportedly given by or on behalf of Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. Borrower shall indemnify Lender, its Affiliates, and their respective officers, directors, employees, agents and attorneys-in-fact from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of Borrower.

9.04. No Waiver; Cumulative Remedies. No failure by Lender to exercise, and no delay by Lender in exercising, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by applicable Law.

9.05. Attorney Costs, Expenses and Taxes. Borrower agrees (a) to pay or reimburse Lender for all out-of-pocket documented costs and expenses incurred in connection with the development, preparation, negotiation and execution of this Agreement and the other Loan Documents and any amendment, waiver, consent or other modification of the provisions hereof and thereof (whether or not the transactions contemplated hereby or thereby are consummated), and the consummation and administration of the transactions contemplated hereby and thereby, including all reasonable attorney fees, costs and expenses, and (b) to pay or reimburse Lender for all reasonable costs and expenses incurred in connection with the enforcement, attempted enforcement, or preservation of any rights or remedies under this Agreement or the other Loan Documents (including all such costs and expenses incurred during any "workout" or restructuring in respect of the Obligations and during any legal proceeding, including any proceeding under any Debtor Relief Law), including all reasonable attorney fees, costs and expenses. The foregoing costs and expenses shall include all search, filing, recording, title insurance and appraisal charges and fees and taxes related thereto, and other out-of-pocket expenses incurred by Lender and the cost of independent public accountants and other outside experts retained by Lender. All amounts due under this **Section 9.05** shall be payable within ten (10) Business Days after demand therefor. The agreements in this Section shall survive the termination of the Commitment and repayment, satisfaction or discharge of all other Obligations.

9.06. Indemnification by Borrower. Whether or not the transactions contemplated hereby are consummated, Borrower shall indemnify and hold harmless Lender, its Affiliates, and their respective directors, officers, employees, counsel, agents and attorneys-in-fact (collectively the "***Indemnitees***") from and against any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses and disbursements (including reasonable attorney fees, costs and expenses) of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted against any such Indemnitee in any way relating to or

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arising out of or in connection with (a) the execution, delivery, enforcement, performance or administration of any Loan Document or any other agreement, letter or instrument delivered in connection with the transactions contemplated thereby or the consummation of the transactions contemplated thereby, (b) the Commitment or any Loan or the use or proposed use of the proceeds therefrom, or (c) any actual or alleged presence or release of Hazardous Materials on or from any property currently or formerly owned or operated by Borrower or any other Diocesan entity, or any Environmental Liability related in any way to Borrower or any other Diocesan entity, or (d) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory (including any investigation of, preparation for, or defense of any pending or threatened claim, investigation, litigation or proceeding) and regardless of whether any Indemnitee is a party thereto (all the foregoing, collectively, the "***Indemnified Liabilities***"); *provided* such indemnity shall not, as to any Indemnitee, be available to the extent such liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. No Indemnitee shall have any liability for any indirect or consequential damages relating to this Agreement or any other Loan Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date). All amounts due under this **Section 9.06** shall be payable within ten (10) Business Days after demand therefor. The agreements in this Section shall survive the termination of the Commitment and the repayment, satisfaction or discharge of all the other Obligations.

9.07. Payments Set Aside. To the extent any payment by or on behalf of Borrower is made to Lender, or Lender exercises its right of set-off, and such payment or the proceeds of such set-off or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then, to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such set-off had not occurred.

9.08. Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, *except* Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of Lender and Lender may not assign or otherwise transfer any of its rights or obligations hereunder *except* to an Eligible Assignee in accordance with the provisions of **Section 9.08(b)**, (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, and to the extent expressly contemplated hereby, the Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of the Commitment and the Loan at the time owing to it) pursuant to documentation acceptable to Lender

and the assignee. From and after the effective date specified in such documentation, such Eligible Assignee shall be a party to this Agreement and, to the extent of the interest assigned by Lender, have the rights and obligations of Lender under this Agreement, and Lender shall, to the extent of the interest so assigned, be released from its obligations under this Agreement (and, in the case of an assignment of all of Lender's rights and obligations under this Agreement, shall cease to be a party hereto, but shall continue to be entitled to the benefits of **Sections 3.01**, **9.05** and **9.06** with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, Borrower (at its expense) shall execute and deliver new or replacement Notes to Lender and the assignee, and shall execute and deliver any other documents reasonably necessary or appropriate to give effect to such assignment and to provide for the administration of this Agreement after giving effect thereto.

9.09. Confidentiality. Lender agrees to maintain the confidentiality of the Information (as defined below), except Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this **Section 9.09**, to (i) any assignee of, or any prospective assignee of, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any Swap transaction relating to Borrower and its obligations, (g) with the consent of Borrower or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this **Section 9.09** or (y) becomes available to Lender on a nonconfidential basis from a source other than Borrower. For purposes of this Section, "***Information***" means all information received from Borrower relating to Borrower or any of its businesses, other than any such information available to Lender on a nonconfidential basis prior to disclosure by Borrower; *provided*, in the case of information received from Borrower after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this **Section 9.09** shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

9.10. Set-off. In addition to any rights and remedies of Lender *provided* by applicable Law, upon the occurrence and during the continuance of any Event of Default, Lender is authorized at any time and from time to time, without prior notice to Borrower, any such notice being waived by Borrower to the fullest extent permitted by applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other indebtedness (i.e. ground lease payments) at any time owing by, Lender to or for the credit or the account of Borrower against any and all Obligations owing to Lender hereunder or under any other Loan Document, now or hereafter existing, irrespective of whether or not Lender shall have made demand under this Agreement or any other Loan Document and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable

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deposit or indebtedness. Lender agrees promptly to notify Borrower after any such set-off and application; *provided*, *however*, the failure to give such notice shall not affect the validity of such set-off and application.

9.11. Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "***Maximum Rate***"). If Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loan or, if it exceeds such unpaid principal, refunded to Borrower. In determining whether the interest contracted for, charged, or received by Lender exceeds the Maximum Rate, Lender may, to the extent permitted by applicable Law, (a) characterize any payment not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

9.12. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronic transmission (such as by "pdf") will be effective as delivery of a manually executed counterpart of this Agreement.

9.13. Electronic Execution of Documents. The words "execution", "signed", "signature" and words of similar effect in any Loan Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as *provided* for in any applicable Laws, including any state law based on the Uniform Electronic Transactions Act.

9.14. Integration. This Agreement, together with the other Loan Documents, comprises the complete and integrated agreement of the parties on the subject matter hereof and thereof and supersedes all prior agreements, written or oral, on such subject matter. In the event of any conflict between the provisions of this Agreement and those of any other Loan Document, the provisions of this Agreement shall control; *provided* the inclusion of supplemental rights or remedies in favor of Lender in any other Loan Document shall not be deemed a conflict with this Agreement. Each Loan Document was drafted with the joint participation of the respective parties thereto and shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning thereof.

9.15. Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by Lender, regardless of any investigation made by Lender or on its behalf and notwithstanding Lender may have had notice or knowledge of any Default at the time of any Loan, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied.

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9.16. Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9.17. Governing Law; Jurisdiction.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF CALIFORNIA SITTING IN SAN FRANCISCO OR OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, BORROWER AND LENDER EACH CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS. BORROWER AND LENDER EACH IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO. BORROWER AND LENDER EACH WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF SUCH STATE.

9.18. Waiver of Right to Trial by Jury.

(a) EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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(b) WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL, IF THE ABOVE WAIVER OF THE RIGHT TO A JURY TRIAL IS NOT ENFORCEABLE, THE PARTIES TO THIS AGREEMENT HEREBY EXPRESSLY AGREE THEIR DISPUTES MAY BE RESOLVED BY A JUDGE OR RETIRED JUDGE APPLYING THE APPLICABLE LAW. THEREFORE, THE PARTIES TO THIS AGREEMENT AGREE TO REFER, FOR A COMPLETE AND FINAL ADJUDICATION, ANY AND ALL ISSUES OF FACT OR LAW INVOLVED IN ANY LITIGATION OR PROCEEDING (INCLUDING ALL DISCOVERY AND LAW AND MOTION MATTERS, PRETRIAL MOTIONS, TRIAL MATTERS, AND POST-TRIAL MOTIONS (E.G., MOTIONS FOR RECONSIDERATION, NEW TRIAL AND TO TAX COSTS, ATTORNEY FEES AND PREJUDGMENT INTEREST)) UP TO AND INCLUDING FINAL JUDGMENT, BROUGHT TO RESOLVE ANY DISPUTE (WHETHER SOUNDING IN CONTRACT, TORT, UNDER ANY STATUTE, OR OTHERWISE) BETWEEN BORROWER AND LENDER ARISING OUT OF, CONNECTED WITH, OR RELATED OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THE PARTIES IN CONNECTION WITH THIS AGREEMENT, THE LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO AND THERETO, TO A JUDICIAL REFEREE WHO SHALL BE APPOINTED UNDER A GENERAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638. THE REFEREE'S DECISION WOULD STAND AS THE DECISION OF THE COURT, WITH JUDGMENT TO BE ENTERED ON HIS OR HER STATEMENT OF DECISION IN THE SAME MANNER AS IF THE ACTION HAD BEEN TRIED BY THE COURT. BORROWER AND LENDER SHALL SELECT A SINGLE NEUTRAL REFEREE, WHO SHALL BE A RETIRED STATE OR FEDERAL JUDGE WITH AT LEAST FIVE YEARS OF JUDICIAL EXPERIENCE IN CIVIL MATTERS. IN THE EVENT BORROWER AND LENDER CANNOT AGREE UPON A REFEREE, THE REFEREE SHALL BE APPOINTED BY THE COURT. BORROWER SHALL BEAR THE FEES AND EXPENSES OF THE REFEREE UNLESS THE REFEREE OTHERWISE PROVIDES IN THE STATEMENT OF DECISION. THE PARTIES TO THE AGREEMENT AGREE ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS **SECTION 9.18** WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE REFERENCE TO A JUDICIAL REFEREE AS PROVIDED ABOVE.

9.19. Immunity of Officers and Employees of Borrower. No recourse shall be had for the payment of the principal of or premium or interest on any of the Obligations or for any claim based thereon or upon any obligation, covenant or agreement contained in this Agreement against any past, present or future church leader or clergyman, officer, director, employee or agent of Borrower, or of any successor entity, as such, either directly or through Borrower or any successor entity, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such church leader or clergyman, officers, directors, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement and the incurrence of the Obligations.

[Signature page follows]

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IN WITNESS WHEREOF, THE ROMAN CATHOLIC BISHOP OF OAKLAND and THE Roman CATHOLIC CEMETERIES OF THE DIOCESE OF OAKLAND have caused this Agreement to be duly executed as of the date first above written.

BORROWER:

THE ROMAN CATHOLIC BISHOP OF OAKLAND

By: _____
Name:
Title:

LENDER:

THE ROMAN CATHOLIC CEMETERIES OF THE DIOCESE OF OAKLAND

By: _____
Name:
Title:

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EXHIBIT A

[Form of Compliance Certificate**]**

COMPLIANCE CERTIFICATE

[_____], 202[_]

I, **[_____]**, the Chief Financial Officer[2] of THE ROMAN CATHOLIC BISHOP OF OAKLAND, a California corporation sole ("Borrower") and, as such, DO HEREBY CERTIFY that:

(a) I have conducted a review of the Credit Agreement dated as of [__], 2026 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") among the Borrower and The Roman Catholic Cemeteries of the Diocese of Oakland, as lender (together with its successors and permitted assigns, "Lender"), the financial statements of the Borrower and such other documents as I have deemed necessary for this certification. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Credit Agreement. This Compliance Certificate is being delivered pursuant to Section [6.02(a)][3] [4.01][4] of the Credit Agreement.

[(b) Attached hereto as Schedule I is the Annual Financial Information required by Section 6.01(a) of the Credit Agreement for the Fiscal Year ended [_____], 202[_], together with an accountants' report attaching the audited financial statements for CSA prepared by the firm currently auditing the financial information of CSA as of the Closing Date (the "Current Firm") or by a firm of nationally recognized independent certified public accountants selected by Borrower and satisfactory to Lender in its Reasonable Discretion (a "New Firm") and covering the operations of CSA for such Fiscal Year.][5]

(c) The financial covenant analyses and information set forth on Schedule II attached hereto are true and accurate on and as of the date of this Compliance Certificate.

(d) [[In preparing such financial statements attached hereto as Schedule I, no knowledge was obtained of any Default having occurred that is then still continuing.] [**[**Attached hereto as Schedule III is a detailed description of each Default that has occurred during the period beginning on **[_____]**, 202[__] and ending on the date hereof, together with a description of any action taken or proposed to be taken with respect thereto.]][6]

(e) [The representations and warranties of Borrower contained in the Credit Agreement (including Article V of the Agreement) or in any other Loan Document are true and correct in all material respects (except such materiality qualifier is not applicable to any portion of

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[2] [2] Or other authorized officer having primary responsibility for the financial affairs of Borrower

[3] To be used on ongoing basis re Section 7.08.

[4] To be used in condition to initial borrowing re Section 4.01.

[5] To be used on ongoing basis re Section 7.08.

[6] Borrower to select one. To be used on ongoing basis re Section 7.08.

any representation and warranty already qualified or modified by materiality in the text thereof) on and as of the date hereof, except to the extent any such representation or warranty specifically refers to an earlier date, in which case such representation or warranty is true and correct in all material respects (except such materiality qualifier will not be applicable to any portion of any representation and warranty already qualified or modified by materiality in the text thereof) as of such earlier date.][7]

(f) [No Default or Event of Default exists, or will result from the making of the proposed Loan on the date hereof or from the application of the proceeds thereof.][8]

(g) [Attached hereto as Schedule III, are (i) changes in net fixed assets, (ii) changes in the Indebtedness of Borrower, (iii) the aggregate balance of all Investments (including all Cash and Liquid Investments) of Borrower not Restricted, (iv) the unaudited, internally prepared financial statements for CSA, and (v) a summary discussion covering significant changes to the financial condition and operations of Borrower, including updates, if any, of litigation matters, all in reasonable detail, subject to year-end adjustment. To my knowledge, no Default, Event of Default or Material Adverse Change has occurred.][9]

[Signature page follows.]

[7] To be used in condition to initial borrowing re Section 4.01.
[8] To be used in condition to initial borrowing re Section 4.01.
[9] To be used on ongoing basis re Section 6.01(b)(iv).

IN WITNESS WHEREOF, the undersigned has executed this Compliance Certificate as of the day and year first written above.

THE ROMAN CATHOLIC BISHOP OF OAKLAND

By:_____

Name:_____

Title: Chief Financial Officer

Schedule I
to
Compliance Certificate

[See attached.]

Schedule II
to
Compliance Certificate

RESERVED.

Schedule III
to
Compliance Certificate

[See attached.]

EXHIBIT B

[Form of Note]

PROMISSORY NOTE

_____, 20___

FOR VALUE RECEIVED, the undersigned, THE ROMAN CATHOLIC BISHOP OF OAKLAND, a California corporation sole (the "Borrower"), promises to pay to THE ROMAN CATHOLIC CEMETERIES OF THE DIOCESE OF OAKLAND, a California religious corporation (the "Lender"), or its registered assigns, at the place and times provided in the Credit Agreement referred to below, the unpaid principal amount of the Loan made by the Lender pursuant to that certain Credit Agreement, dated as of [__], 2026 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower and the Lender. Capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Credit Agreement.

The Borrower promises to pay interest on the unpaid principal amount of the Loan from the date of such Loan until such principal amount is paid in full, at such interest rates (including the Default Rate) and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Lender in Dollars in immediately available funds. Any amounts not paid in full when due hereunder shall bear interest and be paid as set forth in the Credit Agreement.

This Note is one of the Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Note is also secured by the Collateral. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note, including, without limitation, costs and expenses payable under the Credit Agreement (including but not limited to amounts payable under Section 9.05 thereof) shall become, or may be declared to be, immediately due and payable all as provided in the Credit Agreement. The Loan made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Note and endorse thereon the date, amount and maturity of the Loan and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

[Signature page follows.]

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

THE ROMAN CATHOLIC BISHOP OF OAKLAND

By:_____
Name:_____
Title:_____

EXHIBIT C

PRINCIPAL REPAYMENT SCHEDULE

EXHIBIT D

Initial Property Collateral

EXHIBIT D

To Plan Supplement

RCWC Escrow Agreement

Selection of the RCWC Escrow Agent has not yet been completed by RCWC, and the form of Escrow Agreement is therefore not available as of this filing. The Debtor will supplement the Plan Supplement with the form of Escrow Agreement as soon as it is available.

EXHIBIT E

To Plan Supplement

Form of RCWC Release

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 WJL Chapter 11 Judge: Hon. William J. Lafferty

RCWC RELEASE NOTICE AND ELECTION FORM

PLEASE READ THIS NOTICE CAREFULLY. IF YOU ELECT TO RELEASE THE ROMAN CATHOLIC WELFARE CORPORATION ("RCWC"), A NON-DEBTOR IN THIS CASE, YOU ARE CHOOSING TO RELEASE ANY OTHER LIABILITY THAT RCWC MAY HAVE TO YOU AND WILL NOT BE ABLE TO SEEK ANY ADDITIONAL RECOVERY FROM RCWC, IN EXCHANGE FOR THE RELEASE OF FUNDS FROM ESCROW TO THE TRUST CREATED FOR THE BENEFIT OF SURVIVORS.

This notice (this "**Notice**") is being sent to you pursuant to *Debtor's Modified Fourth Amended Plan of Reorganization Dated March 27, 2026* (as it may be amended or supplemented, the "**Plan**"), which was confirmed by the Bankruptcy Court by its order dated _____ __, 2026.[1]

Pursuant to the Plan, a trust (the "**Survivors' Trust**") was created for the benefit of the Survivors holding Class 4 Abuse Claims against the Roman Catholic Bishop of Oakland, a Corporation Sole (the "**Debtor**" or "**RCBO**"). This Notice is provided by the independent Trustee of the Survirors' Trust.

You are receiving this notice because the independent Abuse Claims Reviewer appointed pursuant to the Plan has determined that your claim in the RCBO Bankruptcy Case also asserts a value compensable claim against the Roman Catholic Welfare Corporation of Oakland, the entity that operates Catholic schools within the Diocese of Oakland ("**RCWC**").

Under section 9.3.2 of the Plan, Holders of Class 4 Abuse Claims who have been determined by the independent Claims Reviewer to have also asserted a valid, compensable claim against the RCWC ("**RCWC Claimants**") have the option of electing to release RCWC and certain related individuals from any and all additional liability (the "**RCWC Release**"). The Plan provides that for each such release received by the Survivors' Trustee, the releasing RCWC Claimants' *pro rata* share of the thirty million dollar ($30 million) contribution made by RCWC

[1] Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan or the Confirmation Order.

to the an escrow will be released to the Survivors' Trustee for distribution to Survivors. The RCWC Release is a one-time, irrevocable, and indefeasible release of RCWC and certain individuals of any and all claims that have been asserted or might be asserted by such Holder based on any conduct occurring before the Effective Date of the Plan, including:

> its current and former directors, managers, officers, employees, predecessors, successors, assigns, managed accounts or funds, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, and other professionals.

If you elect to release RCWC, the total amount available for distribution to Survivors through RCBO's Plan will be increased by your pro rata share of the RCWC Escrow. You will not be able to seek any additional recovery on account of your Abuse Claim from RCWC or the individuals set forth above related to same. Correspondingly, if you do not elect to release RCWC, any and all claims you might otherwise have against RCWC will be preserved.

To elect to release RCWC, you must sign and return the election form (the "Election Form") attached to this Notice so that it is postmarked (if sent by U.S. Mail) not later than [●], 2026. Before making the election below, you should carefully read the Disclosure Statement and the Plan.

GENERAL RELEASE OF CLAIMS

The undersigned, individually and on behalf of the undersigned's heirs, successors, assigns, agents, and representatives, acknowledges that the undersigned has reviewed the Plan and each of the exhibits thereto, and has had an opportunity to consult with counsel regarding the Notice and Election Form, including, without limitation, these release provisions set forth herein.

By signing this Notice and electing to release RCWC, the undersigned hereby provides a full and final release to RCWC from any and all Claims relating to the RCWC, the Debtor's Estate, the conduct of the Debtor's and RCWC's businesses, the formulation, preparation, solicitation, dissemination, negotiation, or filing of the Plan and/or Disclosure Statement or any contract, instrument, release, or other agreement or document created or entered into in connection with or pursuant to the Plan, Disclosure Statement, the filing and prosecution of the Chapter 11 Case, the pursuit of confirmation and consummation of the Plan, the subject matter of, or the transactions or events giving rise to, any Claim or interest that is treated in the Plan, the business or contractual arrangements among the Debtor and RCWC, or any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date of the Plan (as defined therein).

The undersigned also hereby releases each of RCWC's respective current and former officers, directors, principals, stockholders (and any fund managers, fiduciaries or other Agents of stockholders with any involvement with RCWC), members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, solely to the extent such Persons and entities acted on the behalf of RCWC in connection with the matters as to which releases are provided in the Plan.

For the avoidance of doubt, notwithstanding anything to the contrary herein, any natural Person accused of committing a physical act of Abuse upon an Abuse Claimant shall not be a released hereby.

REPRESENTATIONS, THIRD-PARTY BENEFICIARIES, AND SUCCESSORS

The undersigned represents and warrants that the undersigned is the sole Holder of the Abuse Claim the undersigned has asserted against the Debtor and/or one RCWC or an RCWC school, and that the undersigned has not assigned, transferred, or granted any interest in such Claim to any other Person, nor has the undersigned assigned or transferred to any Person any Claims the undersigned may have against any Settling Insurers, other Released Parties, or Exculpated Parties.

Upon , the undersigned shall not be entitled to pursue any Abuse Claim against RCWC, any school operated by RCWC, or any other person released hereby.

The releases, discharges, covenants, and other undertakings made by the undersigned pursuant to this Notice shall be absolute and irrevocable. RCWC shall be intended to be a third-party beneficiaries of this Notice, and shall have the right to enforce the terms hereof in any court of competent jurisdiction.

The provisions of this Notice shall be binding upon the undersigned and upon the undersigned's heirs, successors, assigns, agents, and representatives.

[Election and Signature on Next page.]

RCWC RELEASE ELECTION FORM

Please check this box if you would like to release RCWC pursuant to Section 9.3.2 of the Plan:

☐ **I ELECT TO RELEASE RCWC.** I elect to release RCWC in exchange for release of my *pro rata* portion of the RCWC Escrow to the Survivors' Trust in full satisfaction of my Abuse Claim *solely* as to RCWC.

PLEASE SIGN AND DATE BELOW.

If this Notice is not signed and dated, it will not be valid.

Dated: _____, 2026

_____
Print or Type Full Name of Claimant

_____
Signature

_____
Claim Number

_____
Street Address

_____
E-mail Address

_____
Telephone Number

SUBMISSION BY MAIL, OVERNIGHT, OR PERSONAL DELIVERY

YOUR RETURNED ELECTION FORM MUST BE SENT *VIA* FIRST CLASS MAIL
OR
***VIA* OVERNIGHT COURIER OR PERSONAL DELIVERY TO:**
The Survivors' Trustee of the Survivors' Trust for The Roman Catholic Bishop of Oakland
[●]

ELECTRONIC ONLINE SUBMISSION
Alternatively, parties may submit an Election Form via electronic online transmission on the Debtor's case website, https://veritaglobal.net/rcbo on or before the RCWC Release Election Deadline.

IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, PLEASE CONTACT COUNSEL FOR THE SURVIVORS' TRUSTEE AT AT [●] (U.S./CANADA) OR [●] (INTERNATIONAL), OR EMAIL [●].

EXHIBIT F

To Plan Supplement

Form of Survivors Trust Agreement and Survivor's Trust Distribution Plan (attached as Exhibit 1 to the Survivors' Trust Agreement)

RCBO SURVIVORS' TRUST AGREEMENT

DATED AS OF [●], 20XX

PURSUANT TO THE CHAPTER 11 PLAN OF REORGANIZATION FOR

THE ROMAN CATHOLIC BISHOP OF OAKLAND, CORPORATION SOLE

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ROMAN CATHOLIC BISHOP OF OAKLAND, CALIFORNIA

SURVIVORS' TRUST AGREEMENT

This trust agreement (this "**Survivors' Trust Agreement**") is made and entered into by and between The Roman Catholic Bishop of Oakland, a California corporation sole (the "**Debtor**" or "**RCBO**") and [NAME of TRUSTEE] (the "**Survivors' Trustee**") pursuant to the *Debtor's Modified Fourth Amended Plan of Reorganization* dated March 27, 2026 (together with all amendments, exhibits, supplements, and schedules thereto, the "**Plan**") filed in the Debtor's chapter 11 bankruptcy case, Case No. 23-40523 WJL (the "**Chapter 11 Case**"), pending before the United States Bankruptcy Court for the Northern District of California, Oakland Division (the "**Bankruptcy Court**"). Unless otherwise stated in this Survivors' Trust Agreement, capitalized terms used in this Survivors' Trust Agreement shall have the meanings ascribed to them in the Plan, the Confirmation Order (defined below), and/or title 11 of the United States Code (the "**Bankruptcy Code**").

RECITALS

A. On the Petition Date, the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The Debtor continues to operate its business as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. On March 27, 2026, the Debtor submitted the Plan, as subsequently modified and/or amended, to the Bankruptcy Court. The Plan contemplates the creation of the Survivors' Trust described herein and the transfer and assignment to the Survivors' Trust of the Survivors' Trust Assets by the Debtor and certain Contributing Non-Debtor Catholic Entities.

C. The Bankruptcy Court entered an order confirming the Plan (the "**Confirmation Order**") on [●], 20XX, granting the Plan full force and effect, subject to occurrence of the Effective Date.

D. Pursuant to the Plan and Confirmation Order, the Survivors' Trustee is to use the Survivors' Trust Assets to pay Class 4 Claims and Class 5 Claims ("**Abuse Claims**") and carry out the purpose of the Plan, among other obligations set forth herein. The Survivors' Trust Assets (as defined in Section 1.1.154 of the Plan) shall be transferred to and vested in the Survivors' Trust free and clear of all liens, encumbrances, charges, claims, interests or other liabilities of any kind of the Debtor or its affiliates, any creditor or any other entity, other than as provided in the Channeling Injunction with respect to the Channeled Claims and as provided in Section 13.11 of the Plan.

E. Effective as of the Effective Date of the Plan, the Survivors' Trust is established for the benefit of the Beneficiaries of the Survivors' Trust (each defined below) and is intended to qualify as a "qualified settlement fund" within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") and Sections 1.468B-1 to -5 of the regulations promulgated under the Tax Code (the "**Treasury Regulations**").

NOW, THEREFORE, pursuant to the Plan and the Confirmation Order, in consideration of the premises and provisions in the Plan, and other good and valuable consideration, the recipient and sufficiency of which are hereby acknowledged and affirmed, it is agreed as follows:

ARTICLE 1.
AGREEMENT OF TRUST

1.1 ***Creation and Name***. Effective as of the Effective Date of the Plan, the Debtor as Settlor hereby creates this Survivors' Trust known as the "RCBO Survivors' Trust," which is the Survivors' Trust provided for and referred to in the Plan. The Survivors' Trustee may transact business and affairs of the Survivors' Trust in the name of the RCBO Survivors' Trust and references herein to the Survivors' Trust shall include the RCBO Survivors' Trust and the Survivors' Trustee acting on its behalf. It is the intention of the parties hereto that the Survivors' Trust created hereby constitutes a statutory trust under the California Probate Code and that the Confirmation Order, the Plan, and this Survivors' Trust Agreement, including the Exhibits hereto, which includes the Survivors' Trust Distribution Plan attached hereto as Exhibit 1 (collectively the "**Survivors' Trust Documents**"), constitute the governing instrument of the Survivors' Trust. The Survivors' Trustee is hereby authorized and directed to execute and file a Certificate of Survivors' Trust with the California Secretary of State.

1.2 ***Purpose***. The purpose of the Survivors' Trust is to assume all liability for the Abuse Claims pursuant to the Channeling Injunction, and assume responsibility for preserving, managing, and distributing Survivors' Trust Assets to Abuse Claimants in accordance with the Survivors' Trust Documents. In doing so, the Survivors' Trust shall hold, manage, protect, and monetize the Survivors' Trust Assets (as defined in Section 1.1.103 of the Plan) in accordance with the terms of the Survivors' Trust Documents for the benefit of the Beneficiaries (defined below). For the avoidance of doubt, all Abuse Claims asserted against the Debtor in the Bankruptcy Proceeding shall be resolved exclusively in accordance with the Survivors' Trust Documents.

1.3 ***Transfer of Survivors' Trust Assets***. Pursuant to the Plan and Confirmation Order, and upon the Effective Date, the Debtor shall irrevocably transfer, absolutely grant, assign, convey, set over, and deliver to the Survivors' Trust at all times as set forth in the Plan, all of the their rights, titles and interests in and to the Survivors' Trust Assets in accordance with the Plan to be held in trust and for the uses and purposes stated in the Plan. The Survivors' Trustee is hereby authorized to file with the proper governmental authorities any and all documents necessary or helpful to establish the Survivors' Trust as of the Effective Date of the Plan. The Debtor shall execute and deliver such documents to the Survivors' Trust as the Survivors' Trustee reasonably requests to transfer and assign any assets comprising of all or a portion of the Survivors' Trust Assets.

1.4 ***Irrevocability***. The Survivors' Trust shall be irrevocable. The Debtor shall not alter, amend, revoke, or terminate the Survivors' Trust. The Debtor shall have no power or authority to direct the Survivors' Trustee to return any of the Survivors' Trust Assets to the Debtor. Nothing in this Agreement shall diminish the Survivors' Trust's obligation to pay any amounts required by the Plan, including without limitation pursuant to the indemnification provisions in Section 9.12 of the Plan, or the Reorganized Debtor's right to enforce such obligations.

1.5 ***Acceptance of Assets and Assumption of Liabilities***.

1.5.1 In furtherance of the purpose of the Survivors' Trust, the Survivors' Trustee hereby accepts the role of trustee of the Survivors' Trust and accepts the transfer, grant, assignment, conveyance, set over, and delivery of the Survivors' Trust Assets to the Survivors' Trust, subject to the terms and conditions set forth herein and in the Plan. The Survivors' Trust shall succeed to all of the Debtor's respective right, title, and interest, including all legal privileges, in the Survivors' Trust Assets and neither the Debtor nor any other person or entity transferring such Survivors' Trust Assets will have any further equitable or legal interest in, or with respect to, the Survivors' Trust Assets.

1.5.2 Except as otherwise provided in the Plan, the Survivors' Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as Claims that the Debtor has or would have had under applicable law with regard to Survivors' Trust Assets.

1.5.3 In furtherance of the purposes of the Survivors' Trust, the Survivors' Trustee, on behalf of the Survivors' Trust, hereby expressly assumes all responsibility for preserving, managing, and distributing Survivors' Trust Assets to the Beneficiaries. The Abuse Claims of the Beneficiaries will be evaluated by the Abuse Claims Reviewer in accordance with the Survivors' Trust Distribution Plan, which is attached hereto as Exhibit 1.

1.5.4 The Survivors' Trustee shall have all of the rights, powers, and duties set forth in the Plan and this Survivors' Trust Agreement, and available under applicable law, for accomplishing the purposes of the Survivors' Trust. The Survivors' Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the applicable provisions of the Plan, the purpose of the Survivors' Trust, and applicable law. The Survivors' Trustee shall have the authority to bind the Survivors' Trust within the limitations set forth in this Survivors' Trust Agreement, but shall be acting in the capacity as Survivors' Trustee, and not individually, for all purposes contained in this Survivors' Trust Agreement.

1.5.5 No provision herein or in the Survivors' Trust Distribution Plan shall be construed or implemented in a manner that would cause the Survivors' Trust to fail to qualify as a "qualified settlement fund" under the Tax Code and Treasury Regulations.

1.5.6 Nothing in this Survivors' Trust Agreement shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction or other terms of the Plan or Confirmation Order.

1.5.7 All Survivors' Trust expenses and all liabilities of the Survivors' Trust with respect to the Beneficiaries shall be payable solely by the Survivors' Trustee out of the Survivors' Trust Assets.

1.5.8 The proceeds of any recoveries from any litigation or claims of the Survivors' Trust will be deposited in the Survivors' Trust's accounts and become the property of the Survivors' Trust.

1.6 ***Privileged and Confidential Information***. The transfer or assignment of any Privileged Information to the Survivors' Trustee, if any, pursuant to the Plan shall not result in the

destruction or waiver of any applicable privileges pertaining thereto. Further, with respect to any privileges: (a) they are transferred to or contributed for the sole purpose of enabling such Survivors' Trustee to perform his or her duties to administer the Survivors' Trust and for no other reason, (b) they are vested solely in the Survivors' Trustee and not in the Survivors' Trust, the representatives of the Abuse Claimants, the Survivors' Trust Advisory Committee or any other Entity, committee or subcomponent of the Survivors' Trust, or any other Entity (including counsel and other professionals) who has been engaged by, represents or has represented any holder of an Abuse Claim, (c) they shall be preserved and not waived, and (d) no privileged information shall be publicly disclosed by the Survivors' Trustee or the Survivors' Trust or communicated to any Entity not entitled to receive such information or in a manner that would diminish the protected status of any such information. Notwithstanding the foregoing, nothing herein shall preclude the Survivors' Trustee from providing information received pursuant to this section to any Insurer as necessary to preserve, secure, or obtain the benefit of the Insurance Recoveries.

1.7 ***Relation-back Election***. The Survivors' Trustee and the Debtor shall fully cooperate in filing a relation-back election under Treasury Regulation Section 1.468B-1(j)(2), to treat the Survivors' Trust as coming into existence as a settlement fund as of the earliest possible date.

1.8 ***Employer Identification Number***. Upon establishment of the Survivors' Trust, the Survivors' Trustee shall apply for an employer identification number for the Survivors' Trust in accordance with Treasury Regulation Section 1.468B-2(k)(4).

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

1.10 ***Beneficiaries***. The beneficiaries of the Survivors' Trust are Holders of Class 4 Abuse Claims and Class 5 Unknown Abuse Claims under the Plan (the "**Beneficiaries**").

ARTICLE 2.
CORPUS OF THE TRUST

2.1 ***Survivors' Trust Composition***. The Survivors' Trust Assets shall include all property transferred to the Survivors' Trust pursuant to the Plan, Confirmation Order, and any future orders of the Bankruptcy Court, including without limitation, all rights of every kind, nature, and description transferred to the Survivors' Trust Pursuant to the Plan.

2.2 ***Transfer to the Survivors' Trust***. Upon the Effective Date, pursuant to the Plan and Confirmation Order, title to and all rights and interests in the Survivors' Trust Assets shall be transferred to the Survivors' Trust free and clear of all Liens, claims, encumbrances or Interests of any kind in the Survivors' Trust Assets of any other Person (including all Liens, claims,

encumbrances or Interests of creditors of the Debtor) in accordance with sections 1123, 1141, and 1146(a) of the Bankruptcy Code, except as otherwise provided in this Survivors' Trust Agreement, the Plan or the Confirmation Order.

2.3 ***Survivors' Trustee's Right to Title and Interest in the Survivors' Trust Assets***. Upon the transfer of the Survivors' Trust Assets, the Survivors' Trust succeeds to all of the Debtor and the Estate's right to and title and interest in the Survivors' Trust Assets, and the Debtor and the Estate shall have no further right to, or title or Interest in or with respect to, the Survivors' Trust Assets or the Survivors' Trust, except as provided in this Survivors' Trust Agreement, the Plan, or the Confirmation Order.

2.4 ***No Tax on Transfers to Survivors' Trust***. Pursuant to section 1146(a) of the Bankruptcy Code, the delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with this Survivors' Trust, including any deeds, bills of sale, or assignments executed in connection with any transfer to the Survivors' Trust or receipt or disposition/sale of assets by the Survivors' Trust contemplated by the Plan, shall not be subject to any stamp tax, real estate transfer tax, excise tax, sales tax, use tax, or similar tax.

2.5 ***Spendthrift Provision***. To the fullest extent permitted by law and Channeling Injunction, neither the principal nor income of the Survivors' Trust, in whole or in part, shall be subject to (a) any legal or equitable claims of creditors of any Beneficiary or others, (b) legal process, or (c) voluntary or involuntary transfer, assignment, anticipation, pledge, or other form of alienation or encumbrance except as may be ordered by the Bankruptcy Court.

2.6 ***The Survivors' Trust Corpus***. The entirety of the Survivors' Trust's corpus shall be available to pay the Beneficiaries and authorized expenses. The Survivors' Trust's corpus shall be allocated, administered, and distributed as provided in the Survivor Trust Documents.

2.7 ***Unknown Abuse Claims Reserve***. $7,700,000 of the Survivors' Trust Assets shall be set aside in a reserve fund owned by the Survivors' Trust for Unknown Abuse Claims pursuant to the Plan (the "**Unknown Abuse Claims Reserve**"). The payments to holders of Unknown Abuse Claims shall be made in accordance with the Survivors' Trust Distribution Plan. The Unknown Abuse Claims Reserve will be in accordance with the Plan and Survivors' Trust Distribution Plan. After the end of the five-year period set forth in section 9.4.2 of the Plan, to the extent there are any remaining funds after payment to all Unknown Abuse Claims pursuant to the Survivors' Trust Distribution Plan, such remaining funds shall be retained by the Survivors' Trust, with no further restrictions on the Survivors' Trust's use of such funds except for the general restrictions on use of Survivors' Trust Assets provided for herein. For the avoidance of doubt, the Unknown Abuse Claims Reserve are also considered Survivors' Trust Assets and the Holders of Class 5 Unknown Abuse Claims shall be treated as Beneficiaries of the Survivors' Trust to the extent otherwise provided in the Survivors' Trust Documents. The Unknown Abuse Claims Reserve funds shall be distributed as specifically provided for in the Survivors' Trust Distribution Plan.

ARTICLE 3.
POWERS, DUTIES, AND TRUST ADMINISTRATION

3.1 ***Powers***. The Survivors' Trustee shall have, in addition to any other powers and duties conferred on the Survivors' Trustee by applicable trust law (to the extent not inconsistent with applicable bankruptcy law, the Plan, and the Confirmation Order) and the Survivors' Trust Documents, the following powers and duties:

3.1.1 The Survivors' Trustee is and shall act as the fiduciary to the Survivors' Trust in accordance with the provisions of this Survivors' Trust Agreement. The Survivors' Trustee shall have the power to take any and all actions that in the judgment of the Survivors' Trustee are necessary or advisable to fulfill the purpose of the Survivors' Trust, including, without limitation, each power expressly granted in this Section 3.1, any power reasonably incidental thereto, and any trust power now or hereafter permitted under the laws of the State of California.

3.1.2 To act as a custodian of, and to receive, control, manage, liquidate, monetize, and dispose of, all Survivors' Trust Assets for the benefit of the Beneficiaries as the Survivors' Trustee deems appropriate to accomplish the purpose of the Survivors' Trust, in accordance with the Survivors' Trust Documents and the Survivors' Trust's purpose. The Survivors' Trustee may sell, transfer, or exchange any or all of the Survivors' Trust Assets at such prices and upon such terms as the Survivors' Trustee may determine proper and consistent with other terms of the Survivors' Trust Documents.

3.1.3 To abandon any property which the Survivors' Trustee reasonably determines to be of *de minimis* value or of more burden than the value of the Survivors' Trust.

3.1.4 To protect and enforce the rights in and to the Survivors' Trust Assets under the Plan. This includes, but is not limited to, resolving all applicable lien resolution matters.

3.1.5 To enter into leasing, financing, or other contracts in the course of administering the Survivors' Trust Assets under the Plan.

3.1.6 To open and maintain bank accounts on behalf of the Survivors' Trust, to deposit funds in the bank accounts, and draw checks on the bank accounts, as appropriate under the Plan. Notwithstanding anything herein to the contrary, the Survivors' Trustee may open and maintain bank accounts on behalf of the Survivors' Trust after the date the Confirmation Order is entered but prior to the Effective Date.

3.1.7 To obtain all reasonably available insurance coverage with respect to any property that is, or may in the future become, a Survivors' Trust Asset.

3.1.8 To appoint such officers and retain such employees, consultants, advisors, independent contractors, experts, and agents to engage in such legal, financial, administrative, accounting, investment, auditing, and alternative dispute resolution services and activities as the Survivors' Trust requires, and delegate to such persons such powers and authorities as this Survivors' Trust Agreement provides or the fiduciary duties of the Survivors' Trustee permits and as the Survivors' Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of this Survivors' Trust Agreement.

3.1.9 To incur on behalf of the Survivors' Trust, and pay from the assets of the Survivors' Trust, all fees, costs, and expenses of administering the Survivors' Trust as provided in the Survivors' Trust Documents. These fees, costs, and expenses can include, but are not limited to: (a) the fees of bankruptcy claims and/or distribution agents, (b) the fees and costs of professionals employed by the Survivors' Trustee (the "**Professionals**"), including without limitation, the Abuse Claims Reviewer, investment advisors, accountants, agents, managers, attorneys-at-law, actuaries, or auditors, (c) the premiums charged by insurers, including without limitation, professional liability insurers, and (d) any other operating expenses incurred in accordance with the Survivors' Trust Documents ("**Survivors' Trust Operating Expenses**").

3.1.10 In accordance with the evaluation of the Abuse Claim Reviewer under the Survivors' Trust Distribution Plan, to make distributions, in accordance with the Survivors' Trust Distribution Plan, to Beneficiaries who have provided signed copies of all Releases as required by the Plan.

3.1.11 In the Survivors' Trustee's discretion, to rely on the authenticity of the signature of the Abuse Claim Reviewer, and the accuracy of the information set forth by, and the reasonableness of the determination of, the Abuse Claim Reviewer in the administration of the Survivors' Trust Distribution Plan and assessment of the Abuse Claims without any verification or confirmation.

3.1.12 In the Survivors' Trustee's discretion, as a party in interest, to seek enforcement of any provisions in the Plan or Confirmation Order pertaining to the Survivors' Trust.

3.1.13 To retain any attorney-at-law, consultant, expert, accountant, investment advisor, bankruptcy management company, or such other agents and advisors as are necessary and appropriate to effectuate the purpose of, and maintain and administer, the Survivors' Trust and shall be entitled to rely on advice given by such advisors within his, her, or its areas of competence. The Survivors' Trustee may enter into such other arrangements with any other third parties as are deemed by the Survivors' Trustee to be useful in carrying out the purpose of the Survivors' Trust, provided such arrangements do not conflict with any other provisions of the Survivors' Trust Documents. For the avoidance of doubt, these individuals are also considered Professionals.

3.1.14 To sue, be sued, and participate, as a party or otherwise, in any judicial, administrative, or arbitration proceeding.

3.1.15 Subject to consultation with the Survivors' Trust Advisory Committee (defined below), to remove the Abuse Claim Reviewer for cause. For purposes of this Survivors' Trust Agreement, "cause" shall mean (a) the willful and continued refusal by the Abuse Claim Reviewer to perform the Abuse Claim Reviewer's duties as set forth in the Survivors' Trust Documents, (b) gross negligence, gross misconduct, fraud, embezzlement, or theft, (c) a breach of fiduciary duty, or (d) other cause as the Survivors' Trustee shall in good faith determine. In the event the Abuse Claim Reviewer resigns, is removed, or is otherwise unable to perform the Abuse Claim Reviewer's obligations, the Survivors' Trustee, subject to consultation with the Survivors' Trust Advisory Committee, shall have exclusive authority to appoint a new Abuse Claim Reviewer. Nothing contained in this Survivors' Trust Agreement shall prohibit the Survivors' Trustee from also serving as the Abuse Claim Reviewer if the Survivors' Trustee determines, subject to

consultation with the Survivors' Trust Advisory Committee, that serving as both the Survivors' Trustee and the Abuse Claim Reviewer is in the best interest of the Survivors' Trust and the Beneficiaries.

3.1.16 To make, sign, execute, acknowledge, and deliver any documents that may be necessary or appropriate to effectuate the purpose of the Plan or the Survivors' Trust or to maintain and administer the Survivors' Trust.

3.1.17 To seek the examination of any Person under, and subject to, the provisions of the Bankruptcy Rules, including without limitation Bankruptcy Rule 2004.

3.1.18 To amend, modify, or alter this Survivors' Trust Agreement, subject to consultation with the Survivors' Trust Advisory Committee, by filing a motion with the Bankruptcy Court, with notice to the Beneficiaries (through their counsel when known, and otherwise directly), the Debtor, and any or all other parties in interest. The amendment will only become effective in accordance with the Bankruptcy Court's order on the trustee's motion. For the avoidance of doubt, the amendments, modifications, or alterations may not be inconsistent with the terms of the Plan, the terms of the Confirmation Order, or the purpose of the Survivors' Trust, as identified in Section 1.2 of this Survivors' Trust Agreement.

3.1.19 Upon any event terminating the Survivors' Trust, to defer distribution of Survivors' Trust Assets for a reasonable time needed to wind up the affairs of the Survivors' Trust, including time needed to provide for payment of debts and expenses, although the Beneficiaries' rights to distributions shall vest immediately.

3.1.20 To comply with section 345 of the Bankruptcy Code regarding the investment of the Survivors' Trust Assets. The Survivors' Trustee is relieved of any obligation to diversify.

3.1.21 To establish the accounts, funds, and reserves, as required by the Plan, for ease of administration. Nothing in this provision shall restrict the Survivors' Trustee's authority to pool the accounts, funds, or reserves for investment purposes or shall require separate bank accounts for the accounts, funds, or reserves.

3.1.22 To be responsible for the Survivors' Trust Assets delivered to the Survivors' Trust and have no duty to make, nor incur any liability for failing to make, any search for unknown property or liabilities.

3.1.23 To defend, Indemnify, and Hold Harmless the Released Parties against Abuse Claims as provided in the Survivors' Trust Documents to the fullest extent permitted by law. The Survivors' Trustee shall purchase insurance sufficient to reasonably cover defense and indemnity costs in connection with this duty.

3.1.24 To initiate, prosecute, defend, settle, maintain, administer, preserve, pursue, and resolve pursuant to section 11(b)(3)(B) of the Bankruptcy Code, all legal actions and other proceedings related to any asset, liability, or responsibility of the Survivors' Trust except with respect to the Litigation Option.

3.1.25 To enter into structured settlements and other similar arrangements with any Beneficiary (including a minor or other person in need of special consideration) upon such terms as the Survivors' Trustee and such Beneficiary (or such Beneficiary's counsel or other authorized person) agree, in accordance with the Survivors' Trust Distribution Plan.

3.1.26 To request an expedited determination of taxes of the Survivors' Trust under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of the Survivors' Trust for all taxable periods through the dissolution of the trust.

3.1.28 To timely file such income tax and other tax returns and statements required to be filed and timely pay all taxes, if any, required to be paid from the Survivors' Trust Assets and comply with all applicable tax reporting and withholding obligations.

3.1.29 To take any action required to enforce any Insurance Settlement Agreements.

3.1.30 To take all actions, including such actions as may be consistent with those expressly set forth above, as the Survivors' Trustee deems necessary, to reasonably ensure that the Survivors' Trust is treated as a "qualified settlement fund." Further, the Survivors' Trustee may, unilaterally and without court order, amend, either in whole or in part, any administrative provision of this Survivors' Trust Agreement which causes unanticipated tax consequences or liabilities inconsistent with the foregoing.

3.1.31 In addition to all powers enumerated in the Plan, including but not limited to, the Survivors' Trustee's powers and authority with respect to interpretation, application of definitions, and rules of construction set forth in Article IX of the Plan to the fullest extent set forth therein, from and after the Effective Date, the Survivors' Trust shall succeed to all of the rights and standing of the Debtor with respect to the Debtor's contributions to the Survivors' Trust Assets in its capacity as a trust administering the Survivors' Trust Assets for the benefit of the Beneficiaries.

3.1.32 Except as otherwise provided by the Plan or applicable law, the Survivors' Trustee need not obtain the order or approval of any court in the exercise of power or discretion conferred hereunder.

3.2 ***Limitations on the Survivors' Trustee***. Notwithstanding anything in this Survivors' Trust Agreement to the contrary, the Survivors' Trustee shall not do or undertake any of the following:

3.2.1 Guaranty any debt other than as provided in the Survivors' Trust Documents;

3.2.2 Make loan(s) of Survivors' Trust Assets;

3.2.3 Make any transfer or distribution of Survivors' Trust Assets other than those authorized in this Survivors' Trust Documents;

3.2.4 Engage in any investment of the Survivors' Trust Assets other than as explicitly authorized by this Survivors' Trust Agreement;

3.2.5 Engage in any trade or business with respect to the Survivors' Trust Assets or proceeds therefrom, provided, however, that the Survivors' Trustee shall hold, manage, protect, and monetize the Survivors' Trust Assets which shall not be deemed to constitute a trade or business; and

3.2.6 Engage in any investments or activities inconsistent with the treatment of the Survivors' Trust as a "qualified settlement fund."

3.3 ***Insurance Settlements***.

3.3.1 The Survivors' Trustee shall, in the case of any settlement, compromise, buyback or similar agreement concerning an Assigned Insurance Interest assigned to the Survivors' Trust that covers or potentially covers one or more Abuse Claims, be empowered to settle, compromise or enter into such agreement with respect to such Insurance Policy (an "**Insurance Settlement**"), subject to the terms set forth herein.

3.3.2 The Survivors' Trustee may only enter into an Insurance Settlement if (a) the Survivors' Trustee believes that the proposed Insurance Settlement is in the best interests of the Survivors' Trust and a majority of the Survivors' Trust Advisory Committee approves the proposed Insurance Settlement, or (2) at least one member of the Survivors' Trust Advisory Committee approves the Insurance Settlement and the Bankruptcy Court approves the Insurance Settlement pursuant to Bankruptcy Rule 9019 after notice and opportunity to be heard.

3.3.3 Unless a majority of the Survivors' Trust Advisory Committee waives the requirement, an Insurance Settlement must be supported by an independent expert opinion that the settlement value is fair in light of the expected liabilities against the Insurer. The Survivors' Trust shall recover the cost of such expert opinion from the first dollar paid on account of such settlement.

3.4 ***General Administration***. The Survivors' Trustee shall act in accordance with the Plan. The Survivors' Trustee shall establish the location of the principal office of the Survivors' Trust and may change the location of the principal office or establish other offices at other locations in his or her discretion.

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

3.6 ***Approval of Accountings and Discharge of the Survivors' Trustee***. At any time when the Chapter 11 Case is open, the Survivors' Trustee may file with the Bankruptcy Court a motion for approval of any accounting described in Section 3.5 of this Survivors' Trust Agreement. Upon the entry of an order of the Bankruptcy Court approving the accounting, the Survivors' Trustee shall be discharged from all liability to the Survivors' Trust, any Beneficiary, or any Person who has or may have a claim against the Survivors' Trustee or Survivors' Trust for acts or omissions in the Survivors' Trustee's capacity as Survivors' Trustee with respect to all assets listed and transactions detailed in the accounting.

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

3.8 ***Bond***. The Survivors' Trustee shall not be required to post any bond, surety, or other security for the performance of the Survivors' Trustee's duties, unless otherwise ordered by the Bankruptcy Court, and, in the event the Survivors' Trustee is so otherwise ordered, all reasonable costs and expenses of procuring any bond or surety shall be borne by the Survivors' Trust and paid for from the Survivors' Trust Assets.

ARTICLE 4.
ACCOUNTS, INVESTMENTS, AND EXPENSES

4.1 ***Accounts***.

4.1.1 The Survivors' Trustee shall maintain one or more accounts ("**Survivors' Trust Accounts**") on behalf of the Survivors' Trust with one or more financial depository institutions (each a "**Financial Institution**").

4.1.2 The Survivors' Trustee may replace any retained Financial Institution with a successor Financial Institution at any time.

4.1.3 The Survivors' Trustee shall maintain a segregated account to hold any assets thereof for the benefit of Beneficiaries holding Unknown Abuse Claims pursuant to section 9.4 of the Plan (the "**Unknown Abuse Claims Reserve**"). The Survivors' Trustee shall maintain a segregated account to hold any assets thereof for the benefit of Beneficiaries holding Abuse Claims (the "**Trust Claim Reserve**"). The Survivors' Trustee shall allocate all Survivors' Trust Operating Expenses to the fullest extent identifiable to each appropriate Reserve, with the intent that each Reserve shall bear its own fees, costs and expenses. To the extent a Survivors' Trust Operating Expense cannot be allocated to a particular Reserve, such Survivors' Trust Operating Expenses shall be allocated proportionately among the Reserves. The Survivors' Trustee's allocation of Survivors' Trust expenses shall be binding absent manifest error.

4.1.4 In addition to the foregoing, the Survivors' Trustee may, from time to time, create such accounts, subaccounts and reasonable reserves as he or she may deem necessary, prudent or useful in order to provide for distributions to the Beneficiaries and the payment of

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

4.2 ***Investment Guidelines***. The Survivors' Trustee may invest the Survivors' Trust Assets in accordance with the following investment guidelines ("**Investment Guidelines**"):

4.2.1 Only the following investments will be permitted, provided that maturities on the following securities do not exceed twelve (12) months, all investments are U.S. dollar denominated and all requirements are satisfied at the time of purchase:

i. Marketable securities issued by the U.S. Government and supported by the full faith and credit of the U.S. Treasury; and

ii. A U.S. government money market fund required to invest exclusively in cash and U.S. government securities that are supported by the full faith and credit of the U.S. Treasury

The borrowing of funds or securities for the purpose of purchasing and the lending of any investments held in the Survivors' Trust is prohibited.

Notwithstanding the foregoing, it is acknowledged and agreed that the Survivors' Trustees may liquidate investments and deposits and maintain funds in or with banks, trust, companies, savings, and loan associations, money market organizations, and other depositories, or issuers of depository-type accounts at such times as the Survivors' Trustee determines to be necessary or appropriate to have cash available to satisfy distribution and other cash requirements of the Survivors' Trust Agreements.

4.3 ***Payment of Survivors' Trust Operating Expenses***. All Survivors' Trust Operating Expenses shall be payable out of the Survivors' Trust Assets. None of the Survivors' Trustee, the Survivors' Trust Advisory Committee, the Litigation Administrator, the Beneficiaries, nor any of their officers, agents, advisors, professionals, or employees shall be personally liable for the payment of the any Survivors' Trust Operating Expenses or any other liability of the Survivors' Trust.

4.4 ***Excess Assets***. In the event the Survivors' Trust holds cash 180 days after paying all Survivors' Trust Operating Expenses and making all Distributions contemplated under the Plan and Survivors' Trust Distribution Plan, such remaining cash shall be transferred to a charity to support sexual abuse survivors chosen by the Survivors' Trust Advisory Committee.

4.5 ***Compensation and Reimbursement of Survivors' Trustee and its Agents***

The Survivors' Trustee shall receive fair and reasonable compensation for his or her services based upon his or her regular hourly rate, which are subject to adjustment from time to time, plus reimbursement of all reasonable and documented costs and expenses. The Survivors'

Trustee shall notify the Survivors' Trust Advisory Committee of any increases in his or her hourly rate. The Survivors' Trustee's compensation structure may be modified by agreement between the Survivors' Trustee and the Survivors' Trust Advisory Committee.

All Professionals retained by the Survivors' Trustee shall be entitled to reasonable compensation for services rendered and reimbursement of expenses reasonably incurred in rendering such services.

The payment of the fees and expenses of the Survivors' Trustee and Professionals retained by the Survivors' Trustee shall be made in the ordinary course of business and, unless otherwise required by an order of the Bankruptcy Court, shall not be subject to the approval of the Bankruptcy Court, but such payment shall be subject to the following procedures:

i. All Professionals retained by the Survivors' Trustee shall deliver their invoices or fee statements (which invoices and/or fee statements shall be reasonably detailed (but may include redactions for privilege) and, with respect to attorney fee statements, shall not be provided in summary fashion) monthly via electronic mail to the Survivors' Trustee before payment of such invoices or fee statements shall be approved.

ii. The Survivors' Trustee shall deliver reasonably detailed monthly invoices or fee statements via electronic mail to the members of the Survivors' Trust Advisory Committee.

iii. The Survivors' Trustee and the Survivors' Trust Advisory Committee, as applicable, shall have fourteen (14) days from the date of delivery of any invoice or fee statement to provide written notice of an objection to the invoice or fee statement to the Professional or Survivors' Trustee, as applicable, seeking compensation and/or reimbursement of expenses.

iv. For an objection to an invoice or fee statement to be valid, it shall set forth in reasonable detail the specific fees objected to and the basis for the objection, and be sent via electronic mail to the Survivors' Trustee or the Professional (with a copy to the Survivors' Trustee), as applicable. The unDisallowed portion of each invoice or fee statement shall be deemed approved and shall be paid within twenty (20) days after its original delivery to the Survivors' Trustee.

v. Any objection to an invoice or fee statement that remains unresolved fifteen (15) days after it is made in writing may be submitted for resolution to the Bankruptcy Court (via motion on notice to the Survivors' Trustee) by the party seeking payment.

ARTICLE 5.
CLAIMS ADMINISTRATION AND DISTRIBUTIONS

5.1 ***The Preliminary Distribution and Immediate Payment Option***.

5.1.1 Following the Effective Date of the Plan, the Survivors' Trustee shall make the Preliminary Distribution to the Holder of each Abuse Claim determined by the Abuse Claims Reviewer to be an Allowed Claim in accordance with the terms of the Plan and the Survivors' Trust Distribution Plan.

1.1.2 Following the Effective Date of the Plan, the Survivors' Trustee shall provide the Immediate Payment Notice to Holders of Abuse Claims and shall thereafter make the Immediate Payment to such holders as elect the Immediate Payment Option, in accordance with the terms of the Plan and the Survivors' Trust Distribution Plan.

5.2 ***The Survivors' Trust Distribution Plan***. After the Effective Date, the Survivors' Trust shall fairly and reasonably compensate the Abuse Claims solely in accordance with the Plan and the Survivors' Trust Distribution Plan. Notwithstanding any provision provided in this Survivors' Trust Agreement, if the Survivors' Trust Distribution Plan conflicts with this Article 5, the Survivors' Trust Distribution Plan shall control, provided that if either conflicts with the Plan or the Confirmation Order, the Plan or Confirmation Order shall control.

5.3 ***Distributions to Abuse Claims***.

5.3.1 As soon as practicable after the Effective Date, the Survivors' Trustee may make distributions to Abuse Claimants as set forth in the Survivors' Trust Distribution Plan, which distributions shall account for reasonable reserves of the Survivors' Trust.

5.3.2 The Survivors' Trustee's obligation to make Distributions to the Beneficiaries shall be suspended in the event the payment in question would be less than $250. The amount of a suspended Distribution to Beneficiaries shall be added to the amount of any prior Distribution (s) that was/were also suspended because it/they collectively would have been less than $250, and the Survivors' Trustee's obligation shall resume to pay any such aggregate Distribution(s) due the Beneficiaries at such time that the cumulative aggregate amount exceeds $250.

5.3.3 Notwithstanding anything herein or in the Survivors' Trust Distribution Plan, the Survivors' Trustee reserves all powers expressly granted to him or her by the Plan and the Confirmation Order with respect to the administration of the Abuse Claims.

5.3.4 The Survivors' Trustee shall make no distribution on account of Abuse Claims for punitive damages.

5.4 ***Delivery, Distribution; Manner of Payment***.

5.5.1 Distributions shall be payable to the Beneficiary on the date approved for distribution by the Survivors' Trustee (the "**Distribution Date**") in accordance with the terms of the Survivors' Trust Documents, including the Survivors' Trust Distribution Plan. With respect to each compensable Abuse Claim approved for payment, distributions shall be made only after the Survivors' Trustee has determined that all obligations of the Survivors' Trust with respect to each such Abuse Claim have been satisfied. In the event that any distribution to a Beneficiary is returned as undeliverable, no further distribution to such Beneficiary shall be made unless and until the Survivors' Trustee has been notified of the then current address of such Beneficiary, at which time

such distribution shall be made to such Beneficiary without interest; provided, however, that all distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of ninety (90) days from the Distribution Date of the Final Distribution. After such date, (i) all unclaimed property or interests in property shall revert to the Survivors' Trust (notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary), (ii) the Abuse Claim of such Beneficiary shall be released, settled, compromised and forever barred as against the Survivors' Trust, and (iii) all unclaimed property interests shall be distributed to other Beneficiaries in accordance with the Survivors' Trust Documents, as if the Claim of such Beneficiary had been disallowed as of the date the undeliverable distribution was first made. The Survivors' Trustee shall take reasonable efforts to obtain a current address for any Beneficiary with respect to which any distribution is returned as undeliverable.

5.5.2 Distributions from the Survivors' Trust to the Beneficiaries may be made by the Survivors' Trustee on behalf of the Survivors' Trust or by a disbursing agent retained by the Survivors' Trust to make distributions on behalf of the Survivors' Trust.

5.5.3 Notwithstanding any provisions in the Survivors' Trust Documents to the contrary, no payment shall be made to any Beneficiary on account of any Abuse Claim if the Survivors' Trustee determines that the costs of making such distribution is greater than the amount of the distribution to be made.

5.5 ***Medicare Reimbursement and Reporting Obligations***.

5.5.1 The Survivors' Trust shall register as a Registered Reporting Entity ("**RRE**") under the reporting provisions of section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 ("**MMSEA**").

5.5.2 The Survivors' Trust shall, at its sole expense, timely submit all reports that are required under MMSEA on account of any claims settled, resolved, paid, or otherwise liquidated by the Survivors' Trust or with respect to contributions to the Survivors' Trust. The Survivors' Trust, in its capacity as an RRE, shall follow all applicable guidance published by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agency or successor entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA (collectively, "**CMS**") to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

5.5.3 Before making distributions to Beneficiaries, with respect to any Abuse Claim, the Survivors' Trustee shall obtain a certification that said Beneficiary (or such Beneficiary's authorized representative) has provided or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b), or any related rules, regulations, or guidance, in connection with, or relating to, such Abuse Claim.

ARTICLE 6.
TRUSTEE AND TRUST ADVISORY COMMITTEE

6.1 ***Number of Survivors' Trustees***. There shall be one (1) Survivors' Trustee serving at all times.

6.2 ***Term of Service***.

6.2.1 The Survivors' Trustee shall serve from the Effective Date Until the earliest of (i) his or her death, (ii) his or her resignation, (iii) his or her removal, or (iv) the termination of the Survivors' Trust pursuant to the terms and conditions described herein.

6.3 ***Successor Survivors' Trustee: Vacancy Caused by Survivors' Trustee Resignation or Removal***.

6.3.1 The Survivors' Trustee may resign at any time upon thirty (30) days written notice to be filed with the Bankruptcy Court and provided to the Survivors' Trust Advisory Committee. The outgoing trustee (the "**Outgoing Survivors' Trustee**") shall, within thirty (30) days after the Outgoing Survivors' Trustee's resignation takes effect, deliver to the successor trustee (the "**Successor Survivors' Trustee**") all of the Survivors' Trust Assets which were in the possession of the Outgoing Survivors' Trustee along with a complete list of Survivors' Trust Assets and a complete accounting of all transactions engaged by the Outgoing Survivors' Trustee while serving as the Survivors' Trustee.

6.3.2 The Bankruptcy Court may remove a Survivors' Trustee for cause, which cause shall include, but shall not be limited to, the factors set forth in any applicable California law. The removal will take effect upon the date the Bankruptcy Court specifies. In the event of removal, the Survivors' Trustee shall, within thirty (30) days after such removal takes effect, or at some earlier or at some earlier date as the Bankruptcy Court may specify, deliver to the Successor Survivors' Trustee all of the Survivors' Trust Assets which were in the possession of the Outgoing Survivors' Trustee along with a complete list of Survivors' Trustee and a complete accounting of all transactions engaged in by the Outgoing Survivors' Trustee while serving as such.

6.4 ***Outgoing Survivors' Trustee Obligations***. In the event of the resignation or the removal of the Survivors' Trustee, the Outgoing Survivors' Trustee, in addition to the duties imposed under Section 6.3, shall:

6.4.1 Execute and deliver by the effective date of the resignation or removal the documents, instruments, records, and other writings as may be reasonably requested by the Successor Survivors' Trustee to effect the resignation or removal of the Outgoing Survivors' Trustee and the conveyance of the Survivors' Trust Assets and the Unknown Abuse Claims Reserve to the Successor Survivors' Trustee.

6.4.2 Deliver to the Successor Survivors' Trustee all documents, instruments, records, and other writings relating to the Survivors' Trust Assets and Unknown Abuse Claims Reserves as may be in the possession or under the control of the Outgoing Survivors' Trustee.

6.4.3 Otherwise assist and cooperate in effecting the assumption of the Outgoing Survivors' Trustee's obligations and functions by the Successor Survivors' Trustee.

6.4.4 The Outgoing Survivors' Trustee hereby irrevocably appoints the Successor Survivors' Trustee (and any interim trustee) as the Outgoing Survivors' Trustee's attorney-in-fact and agent with full power of substitution for the Outgoing Survivors' Trustee and the Outgoing Survivors' Trustee's name, place, and stead to do any and all acts that the Outgoing

Survivors' Trustee is obligated to perform under this Survivors' Trust Agreement. The appointment of the Successor Survivors' Trustee as the Outgoing Survivors' Trustee's attorney-in-fact and agent shall not be affected by the subsequent disability or incompetence of the Outgoing Survivors' Trustee. The Bankruptcy Court may also enter any order necessary to effect the termination of the appointment of the Outgoing Survivors' Trustee and the subsequent appointment of the Successor Survivors' Trustee.

6.5 ***Appointment of Successor Survivors' Trustee***. Any vacancy in the office of the Survivors' Trustee shall be filled by the nomination of a majority of the members of the Survivors' Trust Advisory Committee.

6.6 ***Preservation of Record of Changes in Survivors' Trustees***. A copy of each instrument of resignation, removal, appointment and acceptance of appointment shall be attached to an executed counterpart of this Survivors' Trust Agreement.

6.7 ***Survivors' Trust Advisory Committee Members***. The Survivors' Trust Advisory Committee shall be comprised initially those members of the Committee, or their designees, who agree to serve on the Survivors' Trust Advisory Committee (the "**Advisory Members**") and shall be formed as of the Effective Date to oversee certain actions of the Survivors' Trustee as set forth herein. Upon the death or resignation of an Advisory Member or removal for good cause shown, if such death, resignation, or removal would cause the Survivors' Trust Advisory Committee to have less than five (5) Advisory Members, then the remaining Advisory Members may, but shall not be required to, fill the applicable vacancy on the Survivors' Trust Advisory Committee with a new Advisory Member, subject to the reasonable consent of the Survivors' Trustee, which consent shall not be unreasonably withheld.

6.8 ***Survivors' Trust Advisory Committee Duties***. The members of the Survivors' Trust Advisory Committee (and their designees) shall serve in a fiduciary capacity representing current holders of Abuse Claims. The Survivors' Trust Advisory Committees shall not have any fiduciary duties or responsibilities to any party other than holders of current Abuse Claims. Except for the duties and obligations expressed in this Survivors' Trust Agreement and the Survivors' Trust Distribution Plan, there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Survivors' Trust Advisory Committee. To the extent that, at law or in equity, the Survivors' Trust Advisory Committee has duties (including fiduciary duties) and liabilities relating thereto to the Survivors' Trust, the other parties hereto, or any Beneficiary, such duties and liabilities are replaced by the duties and liabilities of the Survivors' Trust Advisory Committee expressly set forth in this Survivors' Trust Agreement and the Survivors' Trust Distribution Plan.

6.9 ***Terms of Service***. Upon the completion of all the Survivors' Trustee's duties, responsibilities, and obligations under the Plan and this Survivors' Trust Agreement, the Survivors' Trust Advisory Committee shall be automatically disbanded and its members shall have no further duties, responsibilities, and obligations in connection with the Chapter 11 Case or the Plan and its implementation.

6.10 ***Survivors' Trust Advisory Committee Information Rights***. Subject to Section 1.6 of this Survivors' Trust Agreement, the Survivors' Trust Advisory Committee shall have reasonable

access to the Professionals and other advisors retained by the Survivors' Trust and its staff (if any), and information available to the Survivors' Trustee, which access shall be made available as determined by the Survivors' Trustee in his or her discretion.

6.11 ***No Compensation***. Advisory Members shall receive no compensation from the Debtor, the Survivors' Trustee, or the Survivors' Trust on account of their membership on the Survivors' Trust Advisory Committee except for reimbursement of their reasonable and documented out of pocket expenses (which, for the avoidance of doubt, shall not include the fees or expenses of any professionals retained individually by an member of the Survivors' Trust Advisory Committee).

ARTICLE 7.
BENEFICIARIES

7.1 ***Register***. The Survivors' Trustee shall keep a register (the "**Register**") in which the Survivors' Trustee shall at all times maintain the names and addresses of the Beneficiaries and the actual distributions made to the Beneficiaries pursuant to the Plan and Survivors' Trust Distribution Plan. The Survivors' Trustee may rely upon the Register for the purposes of delivering distributions or notices. In preparing and maintaining the Register, the Survivors' Trustee may rely on the name and address of each Abuse Claim as set forth in a Proof of Claim filed by the holder, or proper notice of a name or address change, which has been delivered by the Beneficiary to the Survivors' Trustee. The Survivors' Trustee shall be obligated to maintain the confidentiality of all names, addresses, and any and all other personally identifying information of the Beneficiaries provided to the Survivors' Trustee.

7.2 ***Reporting to the Reorganized Debtor.*** The Survivors' Trustee shall report to the Reorganized Debtor, on a quarterly basis, or upon reasonable request, (i) the date on which each Holder of an Abuse Claim is notified of their award under the Survivors' Trust Distribution Plan, (ii) whether each Holder of an Abuse Claim has elected the Immediate Payment Option or the Litigation Option, and (iii) any modification made by any Holder of an Abuse Claim to their treatment status.

7.3 ***Rights of Beneficiaries***. The rights of a Beneficiary under this Survivors' Trust Agreement shall, upon the death or incapacity of an individual Beneficiary, pass to the legal representative of the Beneficiary. A Beneficiary shall have no title to, right to, possession of, management of, or control of the Survivors' Trust Assets or Unknown Abuse Claims Reserve, or any right to call for a partition or division of the Survivors' Trust Assets. Title to all the Survivors' Trust Assets shall be vested in the Survivors' Trustee, and the sole interest of the Beneficiaries shall be the rights and benefits given to the Beneficiaries under this Survivors' Trust Documents.

7.4 ***Tax Identification Number***. The Survivors' Trustee shall require any Beneficiary to furnish to the Survivors' Trustee the Beneficiary's employer or taxpayer identification number or social security number as assigned by the IRS, and other records or documents necessary to satisfy the Survivors' Trustee's tax reporting obligations (including, but not limited to, certificates of non-foreign status). The Survivors' Trustee shall condition the payment of any distribution to any Beneficiary upon receipt of the number and records or documents.

ARTICLE 8.
MISCELLANEOUS PROVISIONS

8.1 ***Plan Incorporation***. The Survivors' Trust Documents are incorporated into this Survivors' Trust Agreement.

8.2 ***Term; Termination***

8.2.1 The term for which the Survivors' Trust is to exist shall commence on the date of the filing of the Certificate of Survivors' Trust and shall terminate pursuant to the following provisions.

8.2.2 The Survivors' Trust shall automatically dissolve as soon as practicable but no later than ninety (90) days after the date on which the Bankruptcy Court approves the dissolution of the Survivors' Trust because (i) all reasonably expected assets have been collected by the Survivors' Trust, (ii) all distributions have been made to the extent set forth in the Survivors' Trust Distribution Plan, (iii) necessary arrangements and reserves have been made to discharge all anticipated remaining Survivors' Trust obligations and Survivors' Trust Operating Expenses in a manner consistent with the Plan, and (iv) a final accounting has been filed and approved by the Bankruptcy Court. Pursuant to Section 12.13 of the Plan, the Chapter 11 Case may be, and is anticipated to be, closed prior to completion of administration of the Survivors' Trust. To the extent that the Survivors' Trust has been closed, the Survivors' Trustee may move to reopen the case to seek approval for dissolution of the Survivors' Trust as provided herein. If the Bankruptcy Court denies such request to reopen the Chapter 11 Case, then the Survivors' Trust may be dissolved no earlier than thirty (30) days following notice provided by the Survivors' Trustee to the Survivors' Trust Advisory Committee documenting completion of (i)-(iii) above and providing a final accounting.

8.2.3 Following the dissolution and distribution of the Survivors' Trust Assets, the Survivors' Trust shall terminate, and the Survivors' Trustee shall execute and cause a Certificate of Cancellation of the Certificate of Survivors' Trust to be filed in accordance with applicable law. Notwithstanding anything to the contrary contained in this Survivors' Trust Agreement, the existence of the Survivors' Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

8.3.3 After termination of the Survivors' Trust and solely for the purpose of liquidating and winding up its affairs, the Survivors' Trustee shall continue to act as Survivors' Trustee until its duties hereunder have been fully performed. The Survivors' Trustee shall retain the books, records, documents and files that shall have been delivered to or created by the Survivors' Trustee until distribution of all the Survivors' Trust Assets. For purposes of this provision, Survivors' Trust Assets will be deemed distributed when the total amount remaining in the Survivors' Trust is less than $50,000 and no further actions are pending or have yet to be brought. At the Survivors' Trustee's discretion, all of such books, records, documents and files may be destroyed at any time following the later of: (i) the first anniversary of the final distribution of the Survivors' Trust Assets and (ii) the date until which the Survivors' Trustee is required by applicable law to retain such books, records, documents and files; provided however, that, notwithstanding the foregoing, the Survivors' Trustee shall not destroy or discard any books,

records, documents or files relating to the Survivors' Trust without giving the Reorganized Debtor the opportunity to take control of such books, records, documents, and/or files.

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

8.3 ***Notices***. All notices or deliveries required or permitted under the Survivors' Trust Agreement shall be given as directed in the Plan, to the following:

IF TO THE DEBTOR:	**IF TO THE SURVIVORS' TRUST ADVISORY COMMITTEE:**
IF TO THE TRUSTEE:	

8.4 ***Waiver***. No failure or delay of any party to exercise any right or remedy pursuant to this Survivors' Trust Agreement shall affect the right or remedy or constitute a waiver by the party of any right or remedy pursuant to this Survivors' Trust Agreement. Resort to one form of remedy shall not constitute a waiver of alternative remedies.

8.5 ***Reimbursement of Costs***. If the Survivors' Trustee or the Survivors' Trust, as the case may be, is the prevailing party in a dispute regarding the provisions of this Survivors' Trust Agreement or the enforcement of a provision of this Survivors' Trust Agreement, the Survivors' Trustee or the Survivors' Trust, as the case may be, shall be entitled to collect from the non-prevailing party any and all costs, reasonable and documented out-of-pocket expenses and fees, including attorneys' fees, incurred in connection with the dispute or enforcement action.

8.6 ***Entirety of Survivors' Trust Agreement***. This Survivors' Trust Agreement supersedes any and all prior oral discussions and agreements with respect to the subject matter in this Survivors' Trust Agreement, which contains the sole and entire Survivors' Trust Agreement and understanding with respect to the matters addressed in the Survivors' Trust Agreement. It is acknowledged that there are no communications or oral understandings that are contrary to, or that in any way restrict, this Survivors' Trust Agreement and that all prior agreements or understandings within the scope of the subject matter of this Survivors' Trust Agreement are, upon execution and delivery of this Survivors' Trust Agreement, superseded, null, and void.

8.7 ***Counterparts***. This Survivors' Trust Agreement may be executed in two or more counterparts, with the same effect as if all signatures on the counterparts appeared on one document, each of which shall be deemed an original, but all of which together shall constitute

one and the same instrument. Facsimile signatures or signatures delivered by any other electronic means shall have the same force and effect as original signatures.

8.8 ***Captions***. The captions of Articles and Sections are included for convenience only and are to be disregarded in interpreting this Survivors' Trust Agreement.

8.9 ***Representation***. It is acknowledged that each of the parties to this Survivors' Trust Agreement has reviewed this Survivors' Trust Agreement and has consulted counsel, or knowingly chose not to consult counsel, before executing this Survivors' Trust Agreement. Each of the parties to this Survivors' Trust Agreement relied upon its own judgment and that of its counsel in executing this Survivors' Trust Agreement and has not relied on, or been induced by, any representation, statement, or act by any party that is not referred to in this instrument. It is specifically acknowledged and understood that this Survivors' Trust Agreement has not been submitted to, nor reviewed or approved by, the IRS or the taxing authorities of any state or territory of the United States of America. Each of the parties entered into this Survivors' Trust Agreement voluntarily, with full knowledge of its significance, and the Survivors' Trust Agreement is, in all respects, complete and final.

8.10 ***Interpretation***. This Survivors' Trust Agreement has been reached through negotiations between the parties to this Survivors' Trust Agreement. Each of the parties to this Survivors' Trust Agreement acknowledges that the party has participated in the drafting of this Survivors' Trust Agreement and reviewed the terms of the Survivors' Trust Agreement and, as such, no rule of construction shall apply which might result in this Survivors' Trust Agreement being construed in favor or against any of the parties, including without limitation, any rule of construction to the effect that ambiguities ought to be resolved against the drafting party. The parties to this Survivors' Trust Agreement have used their own judgment in entering into this Survivors' Trust Agreement.

8.11 ***Savings Clause***. If any clause or provision of this Survivors' Trust Agreement shall for any reason be held invalid or unenforceable by the Bankruptcy Court or any other court with competent jurisdiction, such invalidity or unenforceability shall not affect any other clause or provision in this Survivors' Trust Agreement, but this Survivors' Trust Agreement shall be construed, insofar as reasonable to effectuate the purpose of this Survivors' Trust Agreement, as if the invalid or unenforceable provision had never been contained in the Survivors' Trust Agreement.

8.12 ***Applicable Law***. This Survivors' Trust Agreement shall be administered under, governed by, and enforced according to the laws of the State of California applicable to contracts and trust agreements made and to be performed in this Survivors' Trust Agreement, except that all matters of federal tax law and the Survivors' Trust's compliance with Section 468B of the Tax Code and any Treasury Regulations shall be governed by federal tax law and all matters of federal bankruptcy law shall be governed by the Bankruptcy Code and federal bankruptcy law.

THE SURVIVORS' TRUSTEE

Dated:_____

By:_____

Signature:_____

THE ROMAN CATHOLIC BISHOP OF OAKLAND, CORPORATION SOLE

Dated:_____

By:_____

Signature:_____

EXHIBIT 1

ROMAN CATHOLIC BISHOP OF OAKLAND, CALIFORNIA

SURVIVORS' TRUST DISTRIBUTION PLAN

This Survivors' Trust Distribution Plan has been adopted pursuant to the RCBO Survivors' Trust Agreement and the *Debtor's Modified Fourth Amended Plan of Reorganization* (the "**Plan**"). The Survivors' Trust Distribution Plan is designed to provide fair, equitable and substantially similar treatment for all Abuse Claims, except as otherwise set forth herein with respect to Immediate Payments and the Litigation Option. Except as expressly provided below, nothing in this Survivors' Trust Distribution Plan shall be deemed to create a substantive right for any Claimant. The rights and benefits provided herein to Abuse Claimants shall vest in such holders as of the Effective Date. The terms of the Plan shall prevail if there is any discrepancy between the terms of the Plan and the terms of this Survivors' Trust Distribution Plan.

1. GENERAL GUIDELINES

1.1 Definitions

Capitalized terms used in this Survivors' Trust Distribution Plan shall have the meanings given to them in the Plan, the RCBO Survivors' Trust Agreement, or the Bankruptcy Code, unless otherwise defined herein, and such definitions are incorporated in this Survivors' Trust Distribution Plan by reference.

1.2 Purpose

This Survivors' Trust Distribution Plan is designed to provide guidance to the Abuse Claims Reviewer in determining the amount of each Trust Claim under the Plan by assigning to each Trust Claim a value pursuant to the evaluation factors and criteria below. Although the factors collectively comprise the methodology that must be applied in reviewing Trust Claims, the Abuse Claims Reviewer may, as indicated below, take into account considerations in addition to those identified herein.

1.3 Sole and Exclusive Method.

The Plan and the RCBO Survivors' Trust Agreement contemplate the creation of the Survivors' Trust for satisfaction of the Abuse Claims. The Plan and Survivors' Trust Distribution Plan provide the sole and exclusive method by which holders of Abuse Claims (both known and unknown) may recover against the Debtor, RCWC (solely as to Released RCWC Claims), any of the Released Parties, or any of the Insurers.

1.4 Non-Compensatory Damages and Other Theories of Liability.

Any portion of an Abuse Claim (including an Unknown Abuse Claim) that is for punitive damages will be disallowed and may not be considered in determining the distribution on account of such Abuse Claims, regardless of the treatment of such damages under non-bankruptcy law. An Abuse Claimant (whether known or unknown) may not seek recovery of punitive damages from

the Survivors' Trust, the Debtor, the Reorganized Debtor, RCWC (solely as to Released RCWC Claims), or any of the Released Parties).

1.5 Confidentiality.

All submissions to the Survivors' Trusts relating to an Abuse Claim shall be treated as confidential and shall be protected by all state and federal privileges, including those related directly to settlement discussions. The Survivors' Trust will preserve the confidentiality of such submissions and shall disclose the contents thereof only to such persons as authorized by the Abuse Claimant (or his or her counsel), in response to a valid subpoena of such materials issued, an order compelling disclosure entered by a court of competent jurisdiction (including, but not limited to, the Bankruptcy Court) or as otherwise required by law. Notwithstanding anything in the foregoing to the contrary, the Survivors' Trust may disclose information, documents, or other materials (i) reasonably necessary in the Survivors' Trustee's judgment to preserve, obtain, litigate, resolve, or settle insurance coverage, or to comply with an obligation under an Insurance Policy, indemnity, or settlement agreement, or to pursue any other claims transferred or assigned to the Survivors' Trust by the holder of the Abuse Claim or operation of the Plan; (ii) subject to the consent of a Abuse Claimant or with redactions or other mechanism to preserve the confidentiality of a Abuse Claimant, where the submission contains non-privileged information that is relevant to the Allowance or value of another Abuse Claim; and (iii) notwithstanding anything otherwise provided herein, the Survivors' Trustee and Abuse Claims Reviewer may share information and materials with each other to the extent reasonably necessary to ensure that each valid, timely Trust Claim is submitted to the Survivors' Trust.

1.6 Payment of Abuse Claims and Insurance Recoveries.

Pursuant to the terms of the Plan, the Survivors' Trust has assumed the Debtor and the Settling Insurers' legal liability for, and obligation to pay, Abuse Claims. The Survivors' Trust Assets shall be used to fund distributions to Abuse Claimants under this Survivors' Trust Distribution Plan. The amounts that Abuse Claimants will ultimately be paid on account of their Abuse Claims will depend on, among other things, the way Abuse Claimants seek compensation for their claims.

1.7 Assignment of Insurance Rights.

The Plan effectuates the Insurance Assignment pursuant to which the Survivors' Trust will receive all rights, claims, interests, benefits, responsibilities, and obligations of the Debtor in the Non-Settling Insurer Policies, subject to the terms of the Plan (including without limitation Articles VIII and IX of the Plan) and the provisions of the Plan concerning the Litigation Option. Nothing in this Survivors' Trust Distribution Plan shall modify, amend, or supplement, or be interpreted as modifying, amending, or supplementing, the terms of any Abuse Insurance Policy or rights and obligations under an Abuse Insurance Policy assigned to the Survivors' Trust to the extent such rights and obligations are otherwise available under law and subject to the Plan. The rights and obligations, if any, of any Insurer relating to this Survivors' Trust Distribution Plan, or any provision hereof, shall be determined pursuant to the terms and provisions of the Abuse Insurance Policies, the Plan, and applicable non-bankruptcy law. Notwithstanding the foregoing, the Survivors' Trust shall satisfy, to the extent required under the relevant policies and law, any

retrospective premiums and self-insured retentions arising out of any Abuse Claims under the Abuse Insurance Policies. Nothing herein shall obligate any Insurer to advance any self-insured retention, unless otherwise required by law.

2. SURVIVORS' TRUST DISTRIBUTION AND ADMINISTRATION

2.1 Abuse Claims Reviewer

[•] is the Abuse Claims Reviewer for this Survivors' Trust Distribution Plan. The Abuse Claims Reviewer shall conduct a review of the following with respect to each Trust Claim:

i. Abuse Claims filed by holders of a Class 4 Claim that did not elect to receive an Immediate Payment pursuant to the Plan; and

ii. Unknown Abuse Claims (if any) that are filed within five (5) years of the Effective Date.

The Abuse Claims Reviewer's review (or Second-Look Review as set forth in Section 3.4) as to each Trust Claim shall be the final review for each such Trust Claim.

2.2 Survivors' Trust Advisory Committee to the Survivors' Trustee

Pursuant to the Plan and the RCBO Survivors' Trust Agreement, this Survivors' Trust Distribution Plan shall be administered by the Survivors' Trustee in consultation with the Survivors' Trust Advisory Committee and the Abuse Claims Reviewer. Except as set forth below with respect to Immediate Payment Claimants, the Abuse Claims Reviewer shall value Class 4 and Class 5 Abuse Claims, all such claims being "Trust Claims" for the purposes of this Trust Distribution Plan. The Survivors' Trustee shall administer Trust Claims with respect to the appropriate Reserve (the Unknown Claim Reserve and Trust Claim Reserve) in accordance with this Survivors' Trust Distribution Plan and findings of the Abuse Claims Reviewer. The Survivors' Trustee shall also consult with the Survivors' Trust Advisory Committee and the Abuse Claims Reviewer on such matters as required in the RCBO Survivors' Trust Agreement.

2.3 Claim Reserves

i. **Trust Claim Reserve:** A cash reserve maintained by Survivors' Trust established on the Effective Date for the benefit of Abuse Claims. Upon the Effective Date, the Survivors' Trust shall segregate all cash in its possession or thereafter received from the liquidation of Survivors' Trust Assets. For the avoidance of doubt, the Trust Claim Reserve shall not include the Unknown Abuse Claim Reserve.

ii. **Unknown Abuse Claim Reserve:** A cash reserve maintained by Survivors' Trust established on the Effective Date for the benefit of Unknown Abuse Claims. Upon the Effective Date, the Survivors' Trust shall segregate $5,000,000.00 (Five Million Dollars and Zero Cents) of the Initial Debtor Contribution into the Unknown Abuse Claims Reserve. The Unknown Abuse Claims Reserve shall be maintained for the greater of (i) five (5)

years after the Effective Date, and (ii) resolution of all Unknown Abuse Claims submitted to the Survivors' Trustee within five (5) years after the Effective Date. On that date, the remaining funds in the Unknown Abuse Claims Reserve will be de-segregated and deposited into the Trust Claim Reserve, and neither the Debtor, Reorganized Debtor, Survivors' Trust, nor any Settling Insurer shall have any more liability for any Unknown Abuse Claim.

iii. **RCWC Escrow:** An escrow account administered pursuant to the terms of the RCWC Escrow Agreement by a third-party escrow agent, from which the Survivors' Trustee may draw funds contributed by RCWC upon the execution by a Trust Claimant of an RCWC Release and distribute them to all Trust Claimants.

3. PROCEDURE

3.1 Immediate Payments.

i. Not later than ten (10) days following the Effective Date, the Survivors' Trustee shall mail the Immediate Payment Notice to all Holders of Abuse Claims. The Immediate Payment Notice shall include conspicuous language indicating that acceptance of the Immediate Payment and return of the election form constitutes a release of the Debtor, Survivors' Trust, any Settling or Non-Settling Insurers, and RCWC (and the RCWC Escrow) for any amount over and above the Immediate Payment of $50,000.

ii. Holders of Abuse Claims who elect to receive the Immediate Payment from the Survivors' Trust (each an "**Immediate Payment Claimant**") shall do so by signing and returning the Immediate Payment Notice such that it is postmarked (if sent by US Mail) not later than the Immediate Payment Election Deadline. Only Abuse Claimants who return an Immediate Payment Notice not later than the Immediate Payment Election Deadline, affirmatively indicating their election to receive the Immediate Payment, shall be entitled to receive an Immediate Payment.

iii. For the avoidance of doubt, any Immediate Payment Claimant shall not be treated as a Trust Claim. Because of this, an Immediate Payment Claimant shall not be required to proceed through the claims evaluation process or any of the other procedures provided for herein.

iv. The Survivors' Trustee may require such other documentation from an Immediate Payment Claimant as the Survivors' Trustee reasonably deems necessary to effectuate the applicable provisions of the Plan.

3.2 Survivors' Trust Claim Submissions.

i. **Known Abuse Claims.** Upon the Effective Date, the Debtor shall submit the Proofs of Claim for all Abuse Claims and have not been disallowed or expunged pursuant to an order from the Bankruptcy Court (such claims that do not elect the Immediate Payment Option, defined above as "**Trust Claims**" and each a "**Trust Claim**") to the Survivors' Trust for review and valuation of Trust Claims by the Abuse Claims Reviewer pursuant to the requirements set forth herein (each, a "**Survivors' Trust Claim Submission**").

ii. **Unknown Abuse Claims.** Holders of Unknown Abuse Claims that are filed within five (5) years of the Effective Date (or the counsel for same), may make a Survivors' Trust Claim Submission.

In order to properly make a Survivors' Trust Claim Submission, each submitting holder of an Unknown Abuse Claim must (i) complete and sign under oath a questionnaire to be developed by the Survivors' Trustee and such signature and oath must be of the Trust Claimant individually (or of an executor); (ii) produce all records and documents in his or her possession, custody or control related to the Abuse Claim, including all documents pertaining to all settlements, awards, or contributions already received or that are expected to be received from a Released Party or other sources; and (iii) execute an agreement to be provided or made available by the Survivors' Trust with the questionnaire (1) to produce any further records and documents in his or her possession, custody or control related to the Abuse Claim reasonably requested by the Abuse Claims Reviewer, (2) consent to and agree to cooperate in any examinations requested by the Abuse Claims Reviewer (including by healthcare professionals selected by the Abuse Claims Reviewer (a "**Abuse Claims Reviewer Interview**"); and (3) consent to and agree to cooperate in a written and/or oral examination under oath if requested to do so by the Abuse Claims Reviewer. The questionnaire, at a minimum, will require each Unknown Abuse Claimant to confirm his/her name, date of birth, home address, dates of abuse, frequency of abuse, level of abuse, the location of abuse, and the alleged perpetrator of abuse. The date on which an Unknown Abuse Claimant submits (i), (ii) and (iii) above to the Abuse Claims Reviewer shall be the "Survivors' Trust Unknown Abuse Claim Submission Date."

No recovery will be provided to an Unknown Abuse Claimant that does not timely submit a questionnaire. The Unknown Abuse Claimant's breach or failure to comply with the terms of his or her agreement made in connection with his or her Survivors' Trust Claim Submission shall be grounds for disallowance or significant reduction of his or her Claim. The Abuse Claims Reviewer also may, but is not required to, obtain additional evidence from the Unknown Abuse Claimant or from other parties and shall consider

supplemental information timely provided by the Unknown Abuse Claimant.

iii. **Additional Document Submission.** The Abuse Claims Reviewer shall consider the evidence that was submitted in connection with each Survivors' Trust Claim Submission, including, but not limited to, the proof of claim form and optional supplement (if any), filed by the Trust Claimant. Before making an Initial Determination, the Abuse Claims Reviewer may (but is not required to) request additional documentation concerning a Trust Claim.

No later than 30 days after the Effective Date (the "**Document Submission Deadline**"), the Debtor, the other Released Parties, and the Insurers may, but are not required to, provide the Survivors' Trustee and the relevant Trust Claimant, and his or her counsel, with documents that might assist the Abuse Claims Reviewer in determining whether to allow an Abuse Claim.

No later than 90 days after the Document Submission Deadline (such date being the "**Abuse Claim Supplement Deadline**"), Trust Claimants shall be permitted to supplement their Abuse Claim by providing the Abuse Claims Reviewer with a supplement to their Survivors' Trust Claim Submission, not to exceed 5 typed pages, single sided, double spaced with 12-point font addressing the Evaluation Factors and any other issue bearing on the evaluation of the Abuse Claim.

3.3 Preliminary Review and Initial Determination

Not later than the Preliminary Abuse Claim Allowance Deadline, the Abuse Claims Reviewer shall review the Proof of Claim for each Abuse Claim to (a) determine whether it is an Allowed Claim, and (b) determine whether it asserts a compensable claim against RCWC for purposes of the RCWC Escrow.

The Abuse Claims Reviewer will evaluate each timely Survivors' Trust Claim Submission and other information timely submitted in accordance with Section 3.2 above to determine: (i) whether the Trust Claim should be awarded zero (0) points and precluded from a distribution under the Survivors' Trust Distribution Plan ("**No Award Claims**") and, if not, (ii) the amount of points to be assigned to the Trust Claim entitled to an award (the "**Initial Determination**"); provided, however, for the avoidance of doubt, the Abuse Claims Reviewer shall not be required to review any Survivors' Trust Claim Submission, evidence, or other documentation that is submitted by an Immediate Payment Claimant, for an Abuse Claim that has been Disallowed or expunged pursuant to an order of the Bankruptcy Court (or another court of competent jurisdiction), or for which a Trust Claimant released the Debtor from liability prior to the Effective Date.

Following conclusion of all Initial Determinations of Trust Claims, the Survivors' Trustee will provide written notice (the "**Initial Determination Notice**") to each Trust Claimant or his or her counsel of whether the Abuse Claim is a No Award Claim or of the value of the Trust Claim based on the Initial Determination by the Abuse Claims Reviewer. In determining the value of the Trust Claim, the Abuse Claims Reviewer shall:

i. **Calculate Points**: Utilize the Initial Criteria and the General Criteria set forth in Section 4.1 below and related procedures to arrive at a point total for each Trust Claim, other than Unknown Abuse Claims, considering the factors set forth herein;

ii. **Calculate Value**: Calculate the value of an individual "point" for a Trust Claim after all Trust Claims, other than Unknown Abuse Claims, assumed by the Survivors' Trust have been reviewed. The point value will be determined by dividing (a) the total dollars available for distribution to Trust Claims from the Trust Claim Reserve by (b) the total of points among the individual Trust Claims. For example, if there are 200 claimants holding Trust Claims, and scored at a total of 10,000 points by the Abuse Claims Reviewer, with a total Trust Claim Reserve of $2 million, each point would be valued at $200, and the value of a Trust Claim would be the number of points assigned to that Trust Claim multiplied by $200 per point.

The projected value in the Initial Determination Notice may be greater or smaller than the actual distribution received based on, among other things, reserves established by the Survivors' Trustee, the outcome of any Review Determination(s), receipt of additional Survivors' Trust Assets (if any), any potential settlements with Insurers with the Survivors' Trust, and the outcome of the Litigation Option.

3.4 Second-Look Review Process

i. Holders of Trust Claims, other than Unknown Abuse Claims, shall have the opportunity to request a second review of the Initial Determination by the Abuse Claims Reviewer as to the proper scoring for their Trust Claim (the "**Review Determination**"). The Review Determination shall use the same Criteria and Evaluation Factors set forth in Section 4.1 and score the Trust Claim accordingly (the "**Second-Look Review**"). In making the Review Determination, the Abuse Claims Reviewer will consider and apply any defense that would otherwise be available in the tort system, under the Bankruptcy Code, or any order of the Bankruptcy Court.

ii. Trust Claimants shall have until thirty (30) days following the receipt of the Initial Determination Notice to request the Second-Look Review.

iii. To obtain a Review Determination, each Trust Claimant who proceeds through the Second-Look Review shall provide the following within thirty (30) days following the receipt of the Trust Claimant's Initial Determination Notice:

i. Written notice to the Survivor's Trustee of the election to pursue the Second-Look Review, together with any additional documentation or information not already submitted on or before the Abuse Claim Supplement Deadline that such Trust Claimant believes should be considered; and,

ii. Payment to the Survivors' Trust of an administrative fee in the amount of $____ at the time of the election for Second-Look Option and further additional administrative fee in the amount of $___ immediately prior to the Abuse Claims Reviewer's Second-Look Review. The Survivors' Trustee shall have the authority to waive the initial fee in appropriate cases, based on the circumstances of the Trust Claimant. Any Trust Claimant that elects not to proceed with the Abuse Claims Reviewer's Second-Look Review after the Abuse Claims Reviewers' opportunity to pursue discovery pursuant to subsection 3.4.iv. below, shall not be required to pay the second administrative fee and shall not be precluded from pursuing their claim under the Survivors' Trust Distribution Plan (as if no election to pursue the Second-Look Review had been made).

iv. In pursuing the Second-Look Review, the Trust Claimant may be subject to a single sworn interview, mental health examination, or supplemental signed and dated interrogatory responses at the discretion of the Abuse Claims Reviewer.

3.5 Final Determination.

If a Trust Claimant does not exercise the Second-Look Review, the Abuse Claims Reviewer's Initial Determination shall be final as to the value of the Trust Claim as against the Survivors' Trust (the "**Final Determination**"). If a Trust Claimant exercises the Second-Look Review in Section 3.4, the Review Determination shall be the Final Determination.

4. GUIDELINES FOR EVALUATION OF TRUST CLAIMS

4.1 Criteria and Evaluation Factors

Each Trust Claim (whether asserted against RCBO, RCWC, or both) will be evaluated by the Abuse Claims Reviewer using the below Initial Criteria, General Criteria, and Evaluation Factors:

i. **Initial Criteria:** The Abuse Claims Reviewer shall first evaluate each Trust Claim to determine whether:

(1) The Survivors' Trust Claim Submission is substantially and substantively completed and signed under penalty of perjury;

(2) The Trust Claim (other than an Unknown Abuse Claim) was timely submitted prior to the Bar Date (or subsequently allowed as timely or to be filed after the Bar Date by the Bankruptcy Court);

(3) The Trust Claim is not barred by any statute of limitations;

(4) The Trust Claim is duplicative of another Trust Claim;

(5) The Trust Claim had not previously been resolved by litigation, an order from the Bankruptcy Court (or other court of competent jurisdiction) and/or settlement.

If any of these criteria are not met after such notice and opportunity as Abuse Claims Reviewer deems appropriate to permit any defects in the Trust Claim to be corrected, then the Trust Claim shall be a No Award Claim.

ii. **General Criteria:** To the extent a Trust Claim is not disallowed based on the Initial Criteria listed above, then the Abuse Claims Reviewer will evaluate the following factors to determine if the evidence related to the Trust Claim is entitled to a recovery and should be awarded a distribution (the "**General Criteria**"):

(1) Alleged Abuser. The Trust Claimant has identified alleged acts of an alleged perpetrator of abuse (an "**Abuser**") that he or she suffered;

(2) Alleged Abuser Identification. The Trust Claimant has either:

a. identified an alleged Abuser (e.g., by the full name or last name); or

b. provided specific information about the alleged Abuser such that the Abuse Claims Reviewer can make a reasonable determination that the alleged Abuser was an employee, agent or volunteer of the Debtor or RCWC (including the Churches).

(3) Debtor Liability. The Trust Claimant has provided information showing that the Debtor or RCWC may bear legal responsibility;

(4) Date and Age. The Trust Claimant has either: (i) identified the date of the alleged abuse and/or his or her age at the time of the alleged abuse, or (ii) provided additional facts sufficient for the Abuse Claims Reviewer to determine the date of the alleged abuse and age of the Trust Claimant at the time of such alleged abuse; and

(5) Location of Abuse. The Trust Claimant has identified the venue or location of the alleged abuse.

If the Abuse Claims Reviewer determines that these criteria are not satisfied such that a Trust Claim is not credible, then the Trust Claim shall be a No Award Claim.

iii. **Evaluation Factors:** If the Abuse Claims Reviewer determines that the criteria in each of the preceding subsections (i) and (ii) are satisfied such that a Trust Claim is credible and has not otherwise been Disallowed, the Abuse Claims Reviewer will evaluate the following factors (the "**Evaluation Factors**") to value such Trust Claim. Each Trust Claim considered using the Evaluation Factors will be scored on a scale of up to 100.

(1) **Nature of the Abuse**. Considerations should include, but are not limited to, the following factors:

a. Duration and/or frequency/number of instances;

b. Degree of intrusiveness into the Trust Claimant's body (e.g. clothed/unclothed, masturbation by or of perpetrator, oral penetration, anal penetration, vaginal penetration);

c. Level or severity of force/violence/coercion/threats;

d. Location of abuse, including but not limited to isolated location, Trust Claimant's home, rectory, church, cabin, orphanage, boarding school, trip;

e. Number of alleged abusers that allegedly abused the Claimant;

f. Physical pain suffered;

g. Grooming behaviors including but not limited to special privileges, special activities, and attention, the use of authority to manipulate or subordinate, social relationship with parents, personal relationship with claimant, opportunity to experience sports or activities, isolation from others, use of alcohol or illicit drugs by abuser or claimant or use of or exposure to pornography;

h. Additional factors that may be provided by the Trust Claimant.

(2) **Impact of Abuse**. Overall, this category looks to how the abuse impacted the Trust Claimant. This includes how the abuse impacted the Trust Claimant's mental health, physical health, spiritual well-being, inter-personal relationships, vocational capacity or success, academic capacity or success, and whether the abuse at issue resulted in legal difficulties for the claimant. Considerations may include, but are not limited to, the following factors.

a. Mental Health Symptoms: This includes, but not limited to anxiety, depression, post-traumatic stress disorder, substance abuse, addiction, embarrassment, fear, flashbacks, disassociation, nightmares, sleep issues, sleep disturbances, distressing images or sensations, exaggerated startle response, boundary issues, self-destructive behaviors, guilt, grief, homophobia, hostility, humiliation, anger, irritability, avoidance or isolation, hollowness, concentration issues, regret, shame, sexual addiction, sexual problems, sexual identity confusion, low self-esteem or self-image, bitterness, suicidal ideation and suicide attempts.

b. Physical Health Issues; This includes, but not limited to physical manifestations of emotional distress, gastrointestinal issues, headaches, high blood pressure, physical manifestations of anxiety, erectile dysfunction, heart palpitations, sexually transmitted diseases, physical damage caused by acts of abuse, reproductive damage, self-cutting and other self-injurious behavior.

c. Spiritual Wellbeing: This includes but is not limited to loss of faith in God, loss of faith and trust in religion and spiritual distress.

d. Interpersonal Relationships: This includes but is not limited to problems with authority figures, hypervigilance, sexual problems, marital difficulties, problems with intimacy, lack of trust, isolation, betrayal, impaired relations, secrecy, social discreditation and isolation; damage to family relationships, and fear of children or parenting.

e. Vocational Capacity: This includes but is not limited to under- and un-employment, difficulty with authority figures, difficulty changing and maintaining employment, feeling of unworthiness or guilt related to financial success.

f. Academic Capacity: This includes but is not limited to school behavior problems.

g. Legal Difficulties: This includes but is not limited to criminal difficulties, bankruptcy, fraud.

h. The risk of the foregoing factors affecting the Trust Claimant in the future based on the Trust Claimant's age at the present time; and/or

i. Additional factors that may be provided by the Trust Claimant.

(3) **Recoveries from Other Defendants**. The Abuse Claims Reviewer shall be entitled to adjust point distributions for a particular Trust Claimant downward on account of a Trust Claimant's prior recovery on account of the alleged perpetrator from another entity (provided such entity is not a Released Party), including, for example, if such Trust Claimant has recovered, or may recover, from a religious order, RCWC, or other entity.

(4) **Claimant Involvement**. The Abuse Claims Reviewer shall consider that all Trust Claimants have benefited from the work and cost incurred by those Trust Claimants who have previously asserted claims against the Debtor and have participated in the legal and factual development of claims against the Debtor. Consideration should include, but should not be limited to: whether the Trust Claimant filed a lawsuit; whether the Trust Claimant and/or the Trust Claimant's family has been subject to a deposition, mediation or interview; and whether the Trust Claimant participated in publicizing the issue of clergy sex abuse which has benefitted all Trust Claimants. The Abuse Claims Reviewer shall also consider whether, while making their contributions, Trust Claimants directly confronted the institutions or individuals that harmed them in connection with these efforts.

(5) **No Consideration of Mere Incarceration**. The Abuse Claims Reviewer shall not consider the mere fact that a Trust Claimant has been or is incarcerated in the review of the Trust Claim unless an element of the crime for which the Trust Claimant was convicted includes any fraud or misrepresentation.

4.2 No Distribution other than for Abuse Claims.

For the avoidance of doubt, zero (0) points shall be allocated for any Trust Claim that is not an Abuse Claim.

4.3 No Distribution for No Award Claims.

For the avoidance of doubt, zero (0) points shall be allocated for any Trust Claim that is found to be a No Award Claim.

4.4 No Distribution for Disallowed/Expunged Claims.

For the avoidance of doubt, under no circumstance will the holder of a Trust Claim that has been Disallowed or expunged be eligible to receive a distribution under the Survivors' Trust Distribution Plan.

5. ELECTION TO PROCEED IN LITIGATION

5.1 Litigation Option.

Beginning on the Effective Date, but no later than ninety (90) days after receiving notice of the Initial Determination as provided in Section 3.3, the Holder of a Trust Claim may elect to pursue litigation against the Debtor (as a nominal party only), Non-Settling Insurers and/or other parties (excluding the Debtor or Reorganized Debtor as appropriate) (the "**Litigation Option**") by filing in the Chapter 11 Case a written statement of intent to do so (a "**Litigation Option Notice**"). The Litigation Option Notice may be filed under a pseudonym if the claimant's name has not been previously publicly identified, *provided* that (i) the notice otherwise adequately identifies the relevant Claim including the case number for the pending litigation and (ii) the claimant or his or her counsel notifies the Non-Settling Insurers of the claimant's actual name. After the expiration of ninety (90) days following the filing of a Litigation Option Notice, such Trust Claimant may continue to pursue such Claim in a separate action filed in a non-bankruptcy court of competent jurisdiction as determined by applicable law, solely to seek a recovery from Abuse Insurance Policies. Trust Claimants who do not timely file the Litigation Option Notice shall be barred from continuing an existing lawsuit or proceeding or from availing himself or herself of the provisions of this Section 5.1 and be deemed to have elected to receive a distribution solely from the Survivors' Trust (the "**Distribution Option**"). The failure to file a Litigation Option Notice shall not impact such Trust Claimant's point allocation in the Final Determination.

Promptly following the filing of a Litigation Option Notice, the Survivors' Trustee, Abuse Claims Reviewer, counsel for imputed Non-Settling Insurers, and the Trust Claimant who elected the Litigation Option (a "**Litigation Claimant**") shall meet and confer to discuss litigation (subject to any stay that may be imposed by another insolvency proceeding or otherwise), the process of substituting the Survivors' Trustee as defendant in such litigation (if necessary), scheduling and minimizing forum disputes (including avoiding parallel proceedings against different Released Parties in different fora); provided, however, for the avoidance of doubt, all parties' rights with respect to scheduling and the appropriate forum for such litigation (the "**Abuse Claim Litigation**") is fully reserved.

Any Abuse Claim Litigation following a Litigation Option Notice shall be governed by the rules of the court or courts of competent jurisdiction. For the avoidance of doubt, upon receipt of a Litigation Option Notice, the Survivors' Trustee may object to any Proof of Claim filed by such Trust Claimant. Nothing herein shall be construed to alter or amend 28 U.S.C. § 157.

Any Insurer's rights under its Insurance Policy or otherwise with respect to any Abuse Claim Litigation are fully reserved.

5.2 Limitation of Recovery from the Survivors' Trust.

The liability, if any, of the Survivors' Trust to a Litigation Claimant shall be limited to the total amounts to be distributed to such Trust Claimant pursuant to Section 9.8.3 of the Plan and Section 6 hereto (the "**Distribution Amount**"), even if the Trust Claimant obtains a judgment by a Final Order through the Abuse Claim Litigation (the "**Litigation Judgment**") that is higher than the Distribution Amount.

In the case of a Litigation Claimant who obtains a Litigation Judgment that is lower than the Distribution Amount for such Litigation Claimant, the distribution from the Survivors' Trust to such Litigation Claimant after entry of the Litigation Judgment shall be capped at the amount of the Litigation Judgment less distributions already made by the Survivors' Trust to such Trust Claimant; provided, however, that such distribution from the Survivors' Trust shall be further reduced by the amount of any liability for the Litigation Judgment that is apportioned to (i) one or more defendants in the Abuse Claim Litigation other than any of the Released Parties and/or the Survivors' Trust, and/or (ii) any Non-Settling Insurer on account of such Non-Settling Insurer's coverage obligations under an Abuse Insurance Policy, if any, subject to such Non-Settling Insurer's rights to Contribution and other rights under the Plan and the applicable Abuse Insurance Policy(ies).

For the avoidance of doubt, if the entirety of the Judgment Amount is satisfied by the Non-Settling Insurer or other third party found liable, the Litigation Claimant shall have no further claims against the Survivors' Trust.

5.3 Insurer Participation / Insurance Neutrality.

i. The Survivors' Trustee will provide prompt notice to any potentially responsible Non-Settling Insurer(s) ("**Litigating Insurers**"), or any other potential interested party that a Litigation Claimant filed a Litigation Notice.

ii. Nothing herein shall in any way operate to, or have the effect of, impairing, altering, supplementing, changing, expanding, decreasing, or modifying (i) the terms and conditions of any Abuse Insurance Policy, (ii) the rights and obligations of the Debtor (or its Estate) and any Non-Settling Insurers (and third-party claims administrators) under any of the Abuse Insurance Policies, or (iii) the coverage or benefits provided under the Abuse Insurance Policies. For the avoidance of doubt, Litigating Insurers shall have all rights under the Insurance Policy and law.

iii. Litigating Insurers shall have full rights to both defend liability and litigate coverage under any Abuse Insurance Policy, as permitted under such policy and law. Nothing herein shall be construed as limiting a Litigating Insurers' right to defend, provide a defense, settle, and/or pay a judgment in litigation. For all issues relating to insurance coverage in connection with Litigating Insurers, the relevant Abuse Insurance Policy shall control, subject to law.

6. CLAIM DISTRIBUTIONS

Distributions to all Abuse Claimants shall be as follows. This section is provided for clarity. To the extent this Section 6 conflicts with the Plan or any other detailed provisions herein, those provisions control.

6.1 Preliminary Distributions:

i. Not later than the date that is the later of (a) ten (10) days after the Preliminary Abuse Claim Allowance Deadline, and (b) thirty (30) days after the Effective Date, the Survivors' Trustee shall make a Preliminary Distribution to the Holder of each Abuse Claim determined by the Abuse Claims Reviewer to be an Allowed Claim and not a No Award Claim in the amount of $5,000 to each such Holder from the Survivors' Trust Assets in accordance with the Survivors' Trust Documents.

6.2 Immediate Payments:

i. Within thirty (30) days of the Immediate Payment Election Deadline, the Survivors' Trustee shall cause a distribution of $50,000 to be delivered to each Immediate Payment Claimant.

ii. After delivery of all Immediate Payments, the Survivors' Trustee shall not make any further distributions to any Immediate Payment Claimant from the Survivors' Trust Assets for any reason. Nor shall the Abuse Claims Reviewer assess or value the Immediate Payment Claimant's Claim.

iii. The Survivors Trustee shall have no ongoing obligations to an Immediate Payment Claimant that has received an Immediate Payment. If a Person submitted, or is the Holder of, more than one Abuse Claim and such Holder elects to receive the Immediate Payment, such Holder shall only be entitled to one Immediate Payment on account of all of their Abuse Claims, shall not be entitled to any further distributions from the Survivors' Trust, and shall not be entitled to pursue any Abuse Claim against the Non-Settling Insurers or any other party.

6.3 Initial Distributions to Trust Claimants:

After the Abuse Claims Reviewer has made all applicable Initial Determinations and the Abuse Claims Reviewer has conducted all Second-Look Reviews, the Survivors' Trustee shall make an Initial Distribution from the Trust Claim Reserve to all appropriate Trust Claimants. This amount shall be based on the points assigned to each Trust Claimant in the Final Determination based on the Survivors' Trust Assets then existing in the Trust Claim Reserve, less reserve amounts for administrative expenses, including litigation.

6.4 Additional Distributions to Trust Claimants:

Following the Initial Distribution, upon the receipt of additional Cash contributions into the Survivors' Trust, the Survivors' Trustee shall make one or more subsequent payments to Trust Claimants, comprised of such Claimants' *pro rata* share of the Survivors' Trust Assets then remaining in the Trust Claim Reserve, less reasonable reserve amounts for administrative expenses and litigation as the Survivors' Trustee deems appropriate.

6.5 Litigation Distribution(s):

Following resolution of a Litigation Claimant's Abuse Claim Litigation case where the Litigation Claimant secured a Litigation Judgment against one or more Non-Settling Insurer, the Survivors' Trustee shall determine whether the amount theretofore distributed to such Litigation Claimant pursuant to Sections 6.1, 6.3, and 6.4 herein is greater than such Litigation Judgment. Any amount already distributed to such Litigation Claimant in excess of their Litigation Judgment shall be recoverable by the Survivors' Trustee, provided it shall be entirely within the discretion of the Survivors' Trustee to determine whether to seek such recovery.

In the case of a Litigation Claimant who obtains a Litigation Judgment that is lower than the Distribution Amount, but who has not yet received distributions in excess of the Litigation Judgment amount, the distribution from the Survivors' Trust to such Trust Claimant subsequent to such Litigation Judgment shall be capped at the amount of the Litigation Judgment less distributions already made by the Survivors' Trust to such Litigation Claimants, provided, however, that such distribution from the Survivors' Trust shall be further reduced by the amount of any liability for the Litigation Judgment that is apportioned to (i) one or more defendants in the Abuse Claim Litigation other than any of the Released Parties, and/or (ii) any Non-Settling Insurer on account of such Non-Settling Insurer's coverage obligations under an Abuse Insurance Policy, if any, subject to such Non-Settling Insurer's rights to Contribution and other rights under the Plan and the applicable Abuse Insurance Policy(ies).

In the case of a Litigation Claimant who obtains a Litigation Judgment that is higher than the Distribution Amount for such Litigation Claimant, the distribution from the Survivors' Trust to such Trust Claimant shall be the lower of: (a) the Distribution Amount or (b) the amount of such Litigation Judgment less the sum of any distributions already made by the Survivors' Trust to such Trust Claimant and any liability for the Litigation Judgment apportioned to (i) any defendants in the Abuse Claim Litigation other than any of the Released Parties and/or (ii) any Non-Settling Insurer on account of such Non-Settling Insurer's coverage obligations under an Abuse Insurance Policy, if any, subject to such Non-Settling Insurer's rights to Contribution and other rights under this Plan and the applicable Abuse Insurance Policy(ies).

The difference between a Litigation Claimant's Distribution Amount and any reduced distribution to such Litigation Claimant from the Survivors' Trust based on their litigation recovery as provided herein shall be reallocated for distribution to Trust Claimants in their *pro rata* share.

If a Litigation Claimant obtains a Litigation Judgment for which all liability is assigned in the aggregate to (i) defendants in the Abuse Claim Litigation other than the Released Parties and/or (ii) one or more Non-Settling Insurers, any party found liable for payment to such Litigation

Claimant shall pay that judgment directly to such Litigation Claimant. The Litigation Claimant shall have no further claims against the Survivors' Trust

In no event may a Litigation Claimant receive more than the total amount of his or her Litigation Judgment from all sources. For the avoidance of doubt, if, after accounting for recovery from parties other than the Survivors' Trust, a Litigation Claimant receives any amount in excess of the Judgment Amount, such amount shall be recoverable by the Survivors' Trustee. In any case of a Litigation Claimant who obtains a Litigation Judgment, where the payment of any amounts payable to such Litigation Claimant by (i) defendants in the Abuse Claim Litigation other than the Released Parties and/or (ii) one or more Non-Settling Insurers, when taken together with any distributions received by such Litigation Claimant from the Survivors' Trust, would cause such Litigation Claimant's Claim to receive more than the total amount of his or her Litigation Judgment, then (a) all amounts to be paid under such Litigation Judgement that would be in excess of such Litigation Judgment shall be paid to the Survivors' Trustee to be allocated for distribution to other Trust Claimants in their *pro rata* share, or (b) if such amounts are paid directly to the Litigation Claimant, such Litigation Claimant shall immediately turn them over to the Survivors' Trustee.

6.6 Distributions On Account of Claims Against RCWC:

i. The Abuse Claims Reviewer shall calculate the *pro rata* share of the RCWC Cash Contribution for every Trust Claimant the Abuse Claims Reviewer determines is the Holder of a compensable claim against RCWC. The Abuse Claims Reviewer shall complete these calculations in accordance with all deadlines and requirements in the Plan for reviewing Abuse Claims and shall notify each RCWC Claimant of the Abuse Claims Reviewer's determination as to such claimant.

ii. Within five (5) business days of an RCWC Claimant executing an RCWC Release and returning it to the Survivors' Trustee, the Survivors' Trustee shall deliver a copy of such RCWC Release to the RCWC Escrow Agent and shall request the transfer of funds in the amount of the *pro rata* share of such RCWC Claimant, subject to the terms of the RCWC Escrow Agreement. Thereafter, neither such RCWC Claimant nor the Survivors' Trust shall have a cause of action against RCWC on account of an Abuse Claim.

iii. Amounts transferred from the RCWC Escrow to the Survivors' Trust based on execution of an RCWC Release by an RCWC Claimant shall be available for distribution to all Trust Claimants with Allowed Claims.

6.7 Insurance Settlement Agreements:

To the extent the Survivors' Trust enters into an Insurance Settlement Agreement that covers a Trust Claim of a Litigation Claimant (such claimants being "**Settling Trust Claimants**"), (i) the Abuse Claim Litigation of such Settling Trust Claimant shall be promptly dismissed to the extent the Settling Trust Claimant is seeking a determination of, and the availability of insurance

coverage for, the liability of a Released Party on account of a Litigation Claim, (ii) within thirty (30) days of receipt of the Cash consideration of such Insurance Settlement Agreement, the Survivors' Trust shall pay the Settling Trust Claimant an amount equivalent to 50% of the Settling Trust Claimant's then-existing Distribution Amount, calculated based on the value of the Survivors' Trust Assets immediately before receipt of such Cash consideration from the Insurance Settlement Agreement, and (iii) the remaining Cash realized by the Survivors' Trust on account of the Insurance Settlement Agreement shall be added to the Survivors' Trust Assets. Thereafter, Settling Trust Claimants shall be entitled to receive *pro rata* distributions from the Survivors' Trust Assets in accordance with the terms of this Plan and the Survivors' Trust Documents.

6.8 Final Distribution:

Following final resolution of the last Abuse Claims Litigation, the Survivors' Trustee shall make his Final Distribution to Trust Claimants. The Final Distributions shall include any additional excess from the resolution of Litigation Claims, on a *pro rata* basis, if any. After the payment of all Abuse Claims that are entitled to a distribution from the Survivors' Trust and all expenses of the Survivors' Trust Expenses, the remaining Assets in the Survivors' Trust, if any, shall be transferred to the Reorganized Debtor concurrent with the termination of the Survivors' Trust pursuant to the Survivors' Trust Documents.

7. UNKNOWN ABUSE CLAIMS

7.1 Applicability of Survivors' Trust Distribution Plan to Unknown Abuse Claims.

The provisions of this Survivors' Trust Distribution Plan applicable to Trust Claims shall apply to Unknown Abuse Claims, who shall receive distributions exclusively from the Unknown Abuse Claims Reserve.

7.2 Value of Unknown Abuse Claims.

Upon submission of an Unknown Abuse Claim to the Survivors' Trust, the Abuse Claims Reviewer shall calculate a point value for each Unknown Abuse Claim using the methodology set forth in Section 3.3 herein and the criteria and evaluation factors set forth in Section 4.1 herein.

The value that is assigned to each Unknown Abuse Claim may be adjusted based on a Second-Look Review under Section 3.4 herein.

7.3 Distributions to Unknown Abuse Claims.

The Survivors' Trustee shall review, administer and make distributions with respect to Unknown Abuse Claims with respect to the Unknown Claim Reserve of the Survivors' Trust on a rolling basis once the value of such Unknown Abuse Claim is established pursuant to Section 7.2 or a Litigation Judgment is entered by a court of competent jurisdiction establishing the value of such Unknown Abuse Claim. Notwithstanding the foregoing, the Survivors' Trustee may elect to suspend distributions, or establish appropriate reserves for Unknown Abuse Claims, to facilitate the equitable, pro rata treatment of holders of Unknown Abuse Claims.

EXHIBIT G

To Plan Supplement

List of Real Property anticipated to be sold or collateralized to fund the Plan, including as collateral for the Exit Facility

Amended EXHIBIT B To
Debtor's Responses to Interrogatories

	Site/Parish Name	City	Total RCBO Parcels (Vacant/ Splitable)	RCBO Parcels (Vacant)	RCBO Parcels (Splitable)	Parcel #s from Legal Search	SITUS STREET ADDRESS	SITUS CITY	SITUS STATE	SITUS ZIP CODE
Non-Debtor Real Estate for Disposition/Collateralization										
1	Livermore Property - Adventus	Livermore				902-8-1	3658 Las Colinas Rd	Livermore	CA	94551
2	Coopers Mortuary - Furrer	Oakland				033 -2121-001-00	1580 Fruitvale Ave	Oakland	CA	94601
	Coopers Mortuary - Furrer	Oakland				033 -2121-030-00	1546 Fruitvale Ave	Oakland	CA	94601
	Coopers Mortuary - Furrer	Oakland				033 -2121-031-00	1554 Fruitvale Ave	Oakland	CA	94601
3	All Saints House - Adventus	Hayward				427-21-38	22841 High St	Hayward	CA	94541
Potential Parish Vacant Land Property Disposition/Collateralization (Vacant Portions Only)										
1	CCOP - St. Elizabeth Seton	Pleasanton	2	1	1	946-4550-17-4	Oakland Ave	Pleasanton	CA	94566
	CCOP - St. Elizabeth Seton	Pleasanton				946-4550-3-3	4001 Stoneridge Dr	Pleasanton	CA	94588
2	St. Charles Borromeo	Livermore	2	1	1	99-400-7-18	1315 Lomitas Ave	Livermore	CA	94550
	St. Charles Borromeo	Livermore				99-400-7-28	Lomitas Ave	Livermore	CA	94550
3	St. Perpetua	Lafayette	1		1	239-070-029	3454 Hamlin Rd	Lafayette	CA	94549
4	St. Callistus	El Sobrante	2	1	1	420-140-003	San Pablo Dam Rd	El Sobrante	CA	94803
	St. Callistus	El Sobrante				420-140-032	3580 San Pablo Dam Rd	El Sobrante	CA	94803
5	St. Bede	Hayward	1		1	453-30-22-8	26950 Patrick Ave	Hayward	CA	94544
6	St. Anne	Byron	3	1	2	003-140-010	Camino Diablo	Byron	CA	94514
	St. Anne	Byron				003-140-011	2800 Camino Diablo	Byron	CA	94514
	St. Anne	Byron				003-140-009	2800 Camino Diablo	Byron	CA	94514
7	St. Anthony	Oakley	2	1	1	035-100-023	Ohara Ave	Oakley	CA	94561
	St. Anthony	Oakley				035-100-024	971 Ohara Ave	Oakley	CA	94561
8	St. Ignatius	Antioch	1		1	071-370-026	3351 Contra Loma Blvd	Antioch	CA	94509
9	St. Joseph	Fremont	1		1	513-401-72	43148 Mission Blvd	Fremont	CA	94539
10	St. Anne	Union City	1		1	483-76-67	Dyer St	Union City	CA	94587
11	St. John Baptist	San Lorenzo	1	1	0	413-23-43-4	16550 Ashland Ave	San Lorenzo	CA	94580
12	St. James	Fremont	1		1	543-296-6-4	34700 Fremont Blvd	Fremont	CA	94555
13	Our Lady Queen World	Bay Point	1		1	093-203-022	3155 Winterbrook Dr	Bay Point	CA	94565
14	St. Bonaventure	Concord	2		2	120-150-015	5562 Clayton Rd #13	Concord	CA	94521
	St. Bonaventure	Concord				120-150-014	5562 Clayton Rd #3	Concord	CA	94521
15	St. Monica	Moraga	1		1	258-240-015	1001 Camino Pablo	Moraga	CA	94556
16	St. Anne	Walnut Creek	1		1	186-050-006	1600 Rossmoor Pkwy	Walnut Creek	CA	94595
17	Christ the King	Pleasant Hill	1	1	0	149-010-036	Gregory Ln	Pleasant Hill	CA	94523
18	Most Holy Rosary	Antioch	1	1	0	065-181-014	1403 A St	Antioch	CA	94509
19	St. Michael	Livermore	2	2	0	97-130-2-5	2558 3rd St	Livermore	CA	94550
	St. Michael	Livermore				97-130-2-6	263 Church St	Livermore	CA	94550
20	Our Lady Grace	Castro Valley	2	2	0	84a-116-13-4	19710 Anita Ave	Castro Valley	CA	94546
	Our Lady Grace	Castro Valley				84a-116-14-3	3425 Somerset Ave	Castro Valley	CA	94546
	Potential Parish Vacant Land Property Total		30	12	18					

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EXHIBIT B To
Debtor's Responses to Interrogatories

Potential Parish House Disposition/Collateralization

1	St. Leo	Oakland	1	13-1117-25	4272 Howe St	Oakland	CA	94611
2	Most Holy Rosary	Antioch	3	065-075-003	10 E 13th St	Antioch	CA	94509
	Most Holy Rosary	Antioch		065-075-004	14 E 13th St	Antioch	CA	94509
	Most Holy Rosary	Antioch		065-075-005	18 E 13th St	Antioch	CA	94509
3	Christ the King	Pleasant Hill	1	149-010-081	596 Gregory Ln	Pleasant Hill	CA	94523
	Potential Parish Houses Total		7					

Potential Whole Parish Site Property Disposition/Collateralization

1	St. Patrick	Oakland		6-7-40	1023 Peralta St	Oakland	CA	94607
	St. Patrick	Oakland		6-7-41	1005 Peralta St	Oakland	CA	94607
2	St. Augustine	Oakland		16-1414-23-3	400 Alcatraz Ave	Oakland	CA	94609
	St. Augustine	Oakland		16-1414-24-3	414 Alcatraz Ave	Oakland	CA	94609
	St. Augustine	Oakland		16-1414-25-2	6404 Dana St	Oakland	CA	94609
3	Our Lady of Lourdes	Oakland		23-419-24-2	2808 Lakeshore Ave	Oakland	CA	94610
4	St. Paschal	Oakland		43a-4675-5-27	3700 Dorisa Ave	Oakland	CA	94605
5	St. Barnabas	Alameda		74-443-14	1431 6th St	Alameda	CA	94501
	St. Barnabas	Alameda		74-443-15	1427 6th St	Alameda	CA	94501
6	St. Albert	Alameda		74-1075-222	1014 Holly St	Alameda	CA	94502
7	Sacred Heart	Oakland		12-1015-2-2	4025 Martin Luther King Jr Way	Oakland	CA	94609
8	St. Andrew Korean Pastoral Center	Oakland		37a-2733-14-6	6226 Camden St	Oakland	CA	94605
	St. Andrew Korean Pastoral Center	Oakland		37a-2733-17	3226 62nd Ave	Oakland	CA	94605
	St. Andrew Korean Pastoral Center	Oakland		37a-2733-18	3232 62nd Ave	Oakland	CA	94605
9	St. Rose	Crkt		354-122-001	4th Ave	Crockett	CA	94525
	St. Rose	Crkt		354-122-006	No Address	Crockett	CA	94525
	St. Rose	Crkt		354-126-001	1116 Starr St	Crockett	CA	94525
	St. Rose	Crkt		354-126-002	4th Ave	Crockett	CA	94525
10	Mary HC	Oakland		19-82-1	2611 E 9th St	Oakland	CA	94601
	Mary HC	Oakland		19-87-14	2602 9th Ave	Oakland	CA	94606
11	St. Stephen	Walnut Creek		175-252-018-7	1101 KEAVENY COURT	WALNUT CREEK	CA	94597
12	Transfiguration	Castro Valley		85-5450-11	4000 E Castro Valley Blvd	Castro Valley	CA	94552
				85-5450-12-5	4008 E Castro Valley Blvd	Castro Valley	CA	94552
13	Our Lady of Guadalupe	Fremont		525-1252-11-3	4358 Bora Bora Ave	Fremont	CA	94538

EXHIBIT H

To Plan Supplement

Form of Litigation Option Notice

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

In re:	
THE ROMAN CATHOLIC BISHOP OF OAKLAND, a California corporation sole,	Case No. 23-40523 WJL
	Chapter 11
Debtor.	Judge: Hon. William J. Lafferty

LITIGATION OPTION ELECTION NOTICE

This Litigation Option Notice (this "**Notice**") is provided to [●] ("**Claimant**") under the *Debtor's Modified Fourth Amended Plan of Reorganization* [Docket No. 2758] (as it may be amended or supplemented, the "**Plan**") of Roman Catholic Bishop of Oakland, a Corporation Sole (the "**Debtor**" or "**RCBO**"), which was confirmed by the Bankruptcy Court by its order dated ____, 2026, and the Survivors' Trust Distribution Plan established pursuant to the Plan.[1]

To elect to pursue the Litigation Option under the Plan and pursue additional recoveries as against the Roman Catholic Bishop of Oakland, in name only; Non-Settling Insurers, and certain other parties as described in the Plan, you must execute and file the election form (the "**Litigation Option Notice**") attached hereto prior to later of the first anniversary of the Effective Date of the Plan, which is [●], 2027, or ninety days after receiving the notice of the Initial Determination under the Plan. You may file the Litigation Option Notice at any time prior to such dates. Before making the election below, you should carefully read the Disclosure Statement and the Plan.

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan or the Confirmation Order.

LITIGATION OPTION NOTICE

Claimant hereby provides notice to all parties that s/he elects to pursue and/or resume, as applicable, litigation pursuant to the confirmed *Debtor's Modified Fourth Amended Plan of Reorganization* [Docket No. 2758] against (i) the Roman Catholic Bishop of Oakland (as nominal party only) (the "**Debtor**"), (ii) Non-Settling Insurers and/or certain other parties and/or (iii) the Roman Catholic Welfare Corporation of Oakland ("**RCWC**"), if Claimant has executed and delivered an RCWC Release Agreement to the Survivors' Trustee.

Dated:_____, 2026

_____
Signature

_____
Print or type full name of Claimant

_____
Claim Number (if known)

_____
Address

_____
Case Number of Claimant's State-Court Case (if any)

EXHIBIT I

To Plan Supplement

Form of Immediate Payment Notice

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 WJL Chapter 11 Judge: Hon. William J. Lafferty

IMMEDIATE PAYMENT NOTICE

PLEASE READ THIS NOTICE CAREFULLY. IF YOU ELECT THE IMMEDIATE PAYMENT, YOU WILL RECEIVE A ONE-TIME PAYMENT OF $50,000 IN FULL SATISFACTION OF YOUR ABUSE CLAIM. YOU WILL NOT BE ENTITLED TO ANY FURTHER DISTRIBUTIONS FROM THE SURVIVORS' TRUST AND WILL NOT BE ABLE TO SEEK ANY ADDITIONAL RECOVERY ON ACCOUNT OF YOUR ABUSE CLAIM FROM ANY OTHER PARTY.

This Immediate Payment Notice (this "**Notice**") is being sent to you pursuant to *Debtor's Modified Fourth Amended Plan of Reorganization Dated March 27, 2026* (as it may be amended or supplemented, the "**Plan**") of Roman Catholic Bishop of Oakland, a Corporation Sole (the "**Debtor**" or "**RCBO**"), which was confirmed by the Bankruptcy Court by its order dated _____ __, 2026.[1]

Under the Plan, Holders of Class 4 Abuse Claims against RCBO have the option of electing to receive a payment in the amount of $50,000.00 (the "**Immediate Payment**") within 30 days after the Immediate Payment Election Deadline (defined below). The Immediate Payment is a one-time, irrevocable, and indefeasible distribution paid from the Survivors' Trust.

If you elect to receive the Immediate Payment, your recovery on your Abuse Claim is limited to the Immediate Payment and you will not be entitled to any further distributions from the Survivors' Trust. You will not be able to seek any additional recovery on account of your Abuse Claim from any other party, including the Debtor, the Reorganized Debtor, the Survivors' Trust, the Released Parties, and the Insurers (including Non-Settling Insurers). Correspondingly, if you elect to receive the Immediate Payment, your Abuse Claim will not be scored by the Abuse Claims Reviewer or subject to Claim objections or any other further review.

If you hold more than one Abuse Claim and elect to receive the Immediate Payment, you shall only be entitled to one Immediate Payment on account of all of your Abuse Claims, shall not

[1] Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan or the Confirmation Order.

be entitled to any further distributions from the Survivors' Trust, and shall be deemed to have released all Claims against the Debtor, the Reorganized Debtor, the Survivors' Trust, the Released Parties, and the Insurers.

If you do not elect the Immediate Payment on or before the Immediate Payment Election Deadline, you will be considered a Trust Claimant, and your Abuse Claim will be reviewed and allocated a distribution by the Abuse Claims Reviewer in accordance with the Survivors' Trust Distribution Plan.

To elect to receive the Immediate Payment, you must sign and return the election form (the "**Election Form**") attached to this Notice so that it is postmarked (if sent by U.S. Mail) not later than [●], 2026 (the "**Immediate Payment Election Deadline**"). Before making the election below, you should carefully read the Disclosure Statement and the Plan.

GENERAL RELEASE OF CLAIMS

The undersigned, individually and on behalf of the undersigned's heirs, successors, assigns, agents, and representatives, acknowledges that the undersigned has reviewed the Plan and each of the exhibits thereto, and has had an opportunity to consult with counsel regarding the Notice and Election Form, including, without limitation, these release provisions set forth herein.

By signing this Notice and electing to receive the Immediate Payment, the undersigned hereby provides a full and final release to the following "**Released Parties**": (i) the Debtor; (ii) the Reorganized Debtor; (iii) the Roman Catholic Welfare Corporation ("**RCWC**"); (iv) the Survivors' Trust; (v) the Survivors' Trustee; and (vi) each of the Insurers from any and all Claims relating to the Released Parties, the Debtor's Estate, the conduct of the Debtor's and other Released Parties' businesses, the formulation, preparation, solicitation, dissemination, negotiation, or filing of the Plan and/or Disclosure Statement or any contract, instrument, release, or other agreement or document created or entered into in connection with or pursuant to the Plan, Disclosure Statement, the filing and prosecution of the Chapter 11 Case, the pursuit of confirmation and consummation of the Plan, the subject matter of, or the transactions or events giving rise to, any Claim or interest that is treated in the 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.

The undersigned also hereby releases each of the Released Parties' respective current and former officers, directors, principals, stockholders (and any fund managers, fiduciaries or other Agents of stockholders with any involvement with the Debtor), members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, solely to the extent such Persons and entities acted on the behalf of the Released Parties in connection with the matters as to which releases are provided in the Plan.

Notwithstanding the foregoing, the undersigned does not release any Claim(s) that is not a Channeled Claim, including any Claim(s) against Released Parties or other Persons, who will remain severally liable on any Claims for Abuse. For the avoidance of doubt, notwithstanding

anything to the contrary herein, any natural Person accused of committing a physical act of Abuse upon an Abuse Claimant shall not be a released hereby.

REPRESENTATIONS, THIRD-PARTY BENEFICIARIES, AND SUCCESSORS

The undersigned represents and warrants that the undersigned is the sole Holder of the Abuse Claim the undersigned has asserted against the Debtor, and that the undersigned has not assigned, transferred, or granted any interest in such Claim to any other Person, nor has the undersigned assigned or transferred to any Person any Claims the undersigned may have against any Settling Insurers, other Released Parties, or Exculpated Parties.

After receiving the Immediate Payment, the undersigned shall not be entitled to any further distributions from the Survivors' Trust and shall not be entitled to pursue any Abuse Claim against the Released Parties or the Insurers.

The releases, discharges, covenants, and other undertakings made by the undersigned pursuant to this Notice shall be absolute and irrevocable. Each of the Released Parties, including, without limitation, the Debtor, the Reorganized Debtor, RCWC, the Survivors' Trust, the Survivors' Trustee, and each Insurer shall be intended third-party beneficiaries of this Notice, and shall have the right to enforce the terms hereof in any court of competent jurisdiction.

The provisions of this Notice shall be binding upon the undersigned and upon the undersigned's heirs, successors, assigns, agents, and representatives.

IMMEDIATE NOTICE ELECTION FORM

Please check this box if you would like to receive the $50,000.00 Immediate Payment:

☐ **I ELECT TO RECEIVE THE IMMEDIATE PAYMENT.** I elect to receive a one-time Immediate Payment of $50,000 in full satisfaction of my Abuse Claim and as the sole distribution I receive under the Plan.

PLEASE SIGN AND DATE BELOW.

If this Notice is not signed and dated, it will not be valid.

Dated: _____, 2026

_____
Print or Type Full Name of Claimant

_____
Signature

_____
Claim Number

_____
Street Address

_____
E-mail Address

_____
Telephone Number

SUBMISSION BY MAIL, OVERNIGHT, OR PERSONAL DELIVERY

YOUR RETURNED ELECTION FORM MUST BE SENT *VIA* FIRST CLASS MAIL
OR
***VIA* OVERNIGHT COURIER OR PERSONAL DELIVERY TO:**
The Survivors' Trustee of the Survivors' Trust for The Roman Catholic Bishop of Oakland
[●]

ELECTRONIC ONLINE SUBMISSION
Alternatively, parties may submit an Election Form via electronic online transmission on the Debtor's case website, https://veritaglobal.net/rcbo on or before the Immediate Payment Election Deadline.

IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, PLEASE CONTACT COUNSEL FOR THE SURVIVORS' TRUSTEE AT [●] (U.S./CANADA) OR [●] (INTERNATIONAL), OR EMAIL [●].

EXHIBIT J

To Plan Supplement

Form of CCCEB Settlement Documents

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (as amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "**Agreement**") is made and effective as of the Effective Date (as defined below), between The Roman Catholic Bishop of Oakland, a California corporation sole ("**RCBO**") and The Catholic Cathedral Corporation of the East Bay, a California nonprofit religious corporation ("**CCCEB**" and together RCBO, the "**Parties**").

WHEREAS, RCBO is the debtor and debtor-in-possession in a Chapter 11 bankruptcy case pending as Case Number 23-40523-WJL (the "**Bankruptcy Case**") before the United States Bankruptcy Court for the Northern District of California (the "**Bankruptcy Court**").

WHEREAS, RCBO has proposed a Chapter 11 plan of reorganization (the "**Plan**"), filed as Docket Number [2758] in the Bankruptcy Case.

WHEREAS, on [_____ __, 2026], the Bankruptcy Court entered an order confirming the Plan pursuant to 11 U.S.C. §1129 (the "**Confirmation Order**").

WHEREAS, CCCEB is the legal owner in fee simple of that certain real property located at 2121 Harrison Street, Oakland, California, which is the site of the Cathedral of Christ the Light, as well as RCBO's chancery offices, a rectory, a mausoleum, and other improvements (as further defined below, the "**Cathedral Property**"), the legal description of which is attached hereto as **Exhibit A**.

WHEREAS, CCCEB is the borrower and RCBO is the lender under that certain unsecured Promissory Note dated as of April 16, 2009, payable by CCCEB to RCBO, as amended, modified, or restated including by that certain Amendment #1 to Promissory Note dated as of January 1, 2014, by and between the RCBO and CCCEB, and that certain Amendment #1 to Promissory Note dated as of February 1, 2017, by and between the RCBO and CCCEB (as so amended, modified, or restated, the "**CCCEB Note**").

WHEREAS, as of the date hereof, the balance due and owing under the CCCEB Note is not less than [_____].

WHEREAS, CCCEB has entered into existing leases and user agreements with tenants and other users of the Cathedral Property, including (i) that certain License and Services Agreement dated as of January 1, 2020, with the Roman Catholic Cemeteries of the Diocese of Oakland, a California nonprofit religious corporation ("**RCC**") regarding the mausoleum located on the Cathedral Property; (ii) that certain Commercial Office Lease Agreement with RCC dated as of April 3, 2024; (iii) that certain Lease Agreement with the Order of Malta Clinic of Northern California dated January 25, 2008, and amended February 10, 2023; and (iv) agreements for use of Cathedral Property space with The Roman Catholic Welfare Corporation of Oakland ("**RCWC**"), and the Cathedral of Christ the Light parish church (a part of RCBO) (such leases and user agreements, collectively, the "**User Agreements**").

WHEREAS, RCBO's chancery offices are located on the Cathedral Property pursuant to a user agreement or lease between RCBO and CCCEB, pursuant to which RCBO funds on a

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quarterly basis an allocated portion of the operating expenses of the Cathedral Property (the "**RCBO Lease**").

WHEREAS, this Agreement is entered into pursuant to Section 12.3 of RCBO's confirmed Chapter 11 Plan in order to effectuate the CCCEB Settlement (as defined therein).

WHEREAS, as contemplated by the Plan, the Parties have agreed to resolve all claims between them related to the CCCEB Note and the Cathedral Property, all in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW, **THEREFORE**, in consideration of the mutual covenants, agreements and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

1.1. Defined Terms. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) "**Assigned Contracts**" and "**Assigned Service Contracts**" shall have the meanings provided in Section 4.1, below.

(b) "**Bankruptcy Case**" shall have the meaning provided in the foregoing Recitals.

(c) "**Bankruptcy Court**" shall have the meaning provided in the foregoing Recitals.

(d) "**Cathedral Assets**", "**Cathedral Property**", and "**Land**" shall have the meanings provided in Section 3.1, below.

(e) "**CCCEB Note**" shall have the meaning provided in the foregoing Recitals.

(f) "**CCCEB Debt**" shall mean all amounts due and owing from CCCEB to RCBO as of the Effective Date pursuant to the CCCEB Note.

(g) "**Claims**" shall have the meaning provided in Section 8.1, below.

(h) "**Closing**" shall have the meaning provided in Section 6.1, below.

(i) "**Closing Date**" shall mean the date of Closing pursuant to Section [6] hereof.

(j) "**Confirmation Order**" shall have the meaning provided in the foregoing Recitals.

(k) "**Deed**" shall have the meaning provided in Section 6.2, below.

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(l) "**Effective Date**" shall have the meaning provided in Section 2, below.

(m) "**Non-Assignable Contracts**" shall have the meaning provided in Section 4.2, below.

(n) "**Plan**" shall have the meaning provided in the foregoing Recitals.

(o) "**Plan Effective Date**" shall mean the Effective Date of the Plan as defined therein, and as determined pursuant to the Plan and the Confirmation Order.

(p) "**RCBO Lease**" shall have the meaning provided in the foregoing Recitals.

(q) "**RCC**" shall have the meaning provided in the foregoing Recitals.

(r) "**RCWC**" shall have the meaning provided in the foregoing Recitals.

(s) "**Releasors**", "**CCCEB Releasors**", and "**RCBO Releasors**" shall have the meanings provided in Section 8, below.

(t) "**Service Contracts**" shall mean all contracts and agreements relating exclusively to the operation or maintenance of the Cathedral Assets the terms of which extend beyond midnight of the day preceding the Effective Date.

(u) "**Transferred Operating Funds**" shall have the meaning provided in Section 4.3, below.

(v) "**User Agreements**" shall have the meaning provided in the foregoing Recitals.

1.2. Sections and Exhibits. Unless otherwise specified herein, all references to Sections and Exhibits herein are to Sections and Exhibits of this Agreement.

2. Effective Date.

2.1. Occurrence of Effective Date. This Agreement shall be effective immediately upon occurrence of the Plan Effective Date, which shall be deemed the "**Effective Date**" hereof.

3. Transfer of Cathedral Property

3.1. Transferred Assets: Subject to the provisions set forth herein and in full satisfaction of the CCCEB Debt pursuant to the terms hereof, CCCEB hereby agrees convey, assign, deliver and transfer to RCBO, and RCBO agrees to accept from CCCEB all right, title and interest of every kind and nature in and to the Cathedral Property and all assets owned, licensed or leased by CCCEB as of the Effective Date that are used in connection with the Cathedral Property

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(including indirect and other forms of beneficial ownership), be they real estate, improvements, personal property, tangible or intangible, fixed or current, wherever located and by whomever possessed, including all of the following assets, but excluding the Excluded Assets (collectively, the "**Cathedral Assets**"):

(a) the real property consisting of those certain plots, pieces or parcels of land located in the Oakland, California, as more particularly described in **Exhibit A** hereto (the "**Land**");

(b) all Improvements presently or hereafter located in or on the Land (together with the Land, the "**Cathedral Property**" as defined above), including without limitation the Cathedral of Christ the Light, that certain office building housing the RCBO chancery offices, that certain rectory located on the Cathedral Property, and that certain mausoleum located on the Cathedral Property;

(c) all right, title and interest, if any, of CCCEB in and to the land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof;

(d) all easements, licenses, rights and appurtenances relating to any of the assets identified in the foregoing clauses (a), (b) and (c);

(e) all right, title and interest, if any, of CCCEB in and to the User Agreements;

(f) all right, title and interest, if any, of CCCEB in and to any Assigned Contracts, subject to Sections 4.1 and 4.2, below;

(g) all Transferred Operating Funds, at RCBO's election pursuant to Section 4.3, below.

Without limiting the generality of the foregoing, the Cathedral Assets shall include all assets, property, rights and business relating to the Cathedral Property and acquired by CCCEB on or after the Effective Date, but excluding the Excluded Assets.

3.2. Excluded Assets: Notwithstanding anything in this Agreement to the contrary, CCCEB shall retain, and RCBO shall not accept, any of CCCEB's right, title and interest in and to any of the following assets of CCCEB (collectively, the "Excluded Assets"):

(a) All corporate books and records of CCCEB not related to operation of the Cathedral Property;

(b) all right, title and interest, if any, of CCCEB in and to any Non-Assignable Contracts;

(c) all cash or funds in deposit accounts in the name of or controlled by CCCEB for operation that are not Transferred Operating Funds, subject to Section [4.3], below.

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4. Assignment of Contracts and User Agreements; Operating Funds

4.1. Assignment. As of the Closing, CCCEB shall assign to RCBO, and RCBO shall assume all obligations of CCCEB under (1) all current contracts related to maintenance, operation, and security of the Cathedral Property, provided that RCBO may decline to accept assignment of or assume any such contract following commercially reasonable due diligence (such contracts that RCBO does not decline to accept, the "**Assigned Service Contracts**"); and (2) all User Agreements (together with the Assigned Service Contracts, the "**Assigned Contracts**").

4.2. Non-Assignable Contracts. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute an agreement to sell or assign any Assigned Service Contract or Real Property Lease if an attempted sale or assignment thereof, without the consent of a third party thereto, would be a violation of State or federal Applicable Law or constitute a breach thereof or in any way affect the rights of Buyer or the Practice thereunder (each, a "**Non-Assignable Contract**"). As to any Non-Assignable Contract, RCBO may elect to undertake to pay or satisfy the liabilities of CCCEB under such Non-Assignable Contract, in which case CCCEB will use its best efforts to cooperate with RCBO in any arrangement designated by RCBO to provide for RCBO the benefits under such Non-Assigned Contract, including enforcement for the benefit of RCBO of any and all rights of the CCCEB against a third party thereto arising out of the breach or cancellation by such third party or otherwise.

4.3. Transfer of Operating Funds. At RCBO's election, all cash or funds in deposit accounts in the name of or controlled by CCCEB for operation of the Cathedral Property shall be either (1) transferred to RCBO (such funds, the "**Transferred Operating Funds**"), (2) otherwise used for operating expenses related to the Cathedral Property, or (3) used to pay the debts of CCCEB related to the Cathedral Property.

5. Satisfaction of CCCEB Note

5.1. Transfer in Full Satisfaction. Transfer of the Cathedral Assets to RCBO as set forth above shall be in full and complete satisfaction of the CCCEB Debt and all obligations of CCCEB under the CCCEB Note. Following the Closing Date and recording of the Deed, CCCEB shall have no further obligation or liability of any kind for the debt evidenced by the CCCEB Note, or in connection with the CCCEB Note.

6. Closing

6.1. Closing. The closing of the transactions provided for in this Agreement (the "**Closing**") shall be consummated on the Effective Date, or at such other date, time and place as may be agreed upon by the Parties. Legal title, equitable title, and risk of loss with respect to the Cathedral Assets will pass to RCBO at the Closing, which transfer will be deemed effective for tax, accounting and other computational purposes as of 12:01 A.M. Pacific standard time on the Closing Date.

6.2. Closing Deliverables. In addition to any other documents to be delivered under other provisions of this Agreement:

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(a) CCCEB shall deliver, or cause to be delivered, on or before the Closing Date to RCBO:

(i) A grant deed conveying the Cathedral Property to the RCBO in the form of **Exhibit B** to this Agreement, duly executed and in a form suitable for recording (the "**Deed**");

(ii) a bill of sale transferring to Buyer all of the Cathedral Assets that are Tangible Personal Property, Inventories or Books and Records, substantially in the form of **Exhibit C** to this Agreement, duly executed;

(iii) an assignment of all of the Cathedral Assets that are intangible property (including Assigned Contracts), substantially in the form of **Exhibit D** to this Agreement, duly executed; and

(iv) such other deeds, bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may reasonably be requested by RBCO to accomplish the transfers intended by this Agreement, each in form and substance satisfactory to RCBO and its legal counsel and duly executed by CCCEB.

(b) RCBO shall deliver, or cause to be delivered to CCCEB immediately following recordation of the Deed:

(i) A release and satisfaction of the CCCEB Note, in a form reasonably satisfactory to CCCEB, duly executed.

7. Bankruptcy Terms

7.1. Bankruptcy Court Approval. RCBO's entry into this Agreement and the transaction contemplated hereby is subject to approval by the Bankruptcy Court in RCBO's pending Bankruptcy Case. This Agreement is entered into pursuant to Section 12.3 of the Plan. This agreement will not be binding on RCBO unless and until approved by the Bankruptcy Court, whether through entry of an order confirming the Plan or a separate order approving this Agreement.

7.2. Conditioned on Plan Effectiveness. Anything to the contrary in this Agreement, effectiveness of this agreement is conditioned on occurrence of the Plan Effective Date (as defined therein). If the Plan Effective Date does not occur for any reason, this Agreement shall be null and void, and of no effect.

7.3. Conflicts. In the event of any conflict or inconsistency between the terms of this Agreement and the Plan or Confirmation Order, the Plan or Confirmation Order shall control.

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8. Releases

8.1. Release by CCCEB. As of the Effective Date, CCCEB (on behalf of itself and its past and present officers, directors, agents and employees, in their corporate and individual capacities) (collectively, the "**CCCEB Releasors**") release and covenant not to sue the RCBO, its subsidiaries and affiliates and their respective past and present officers, directors, agents and employees, in their corporate and individual capacities, with respect to any and all claims, demands, liabilities and causes of action of whatever kind or nature, known or unknown, vested or contingent, suspected or unsuspected (collectively "**Claims**") arising out of, or related to the CCCEB Note, the CCCEB Debt, the RCBO Lease, or the Cathedral Property, in each case, arising from events occurring prior to and including the Effective Date of this Agreement, that arise under federal, state or local laws, rules and ordinances, or for contribution, indemnity and/or subrogation. CCCEB (on behalf of itself and the CCCEB Releasors, as applicable) agrees that fair consideration has been given by RCBO for this release. The release set forth herein is not intended to, and shall not be taken to, apply to the rights of any Party to enforce the terms of this Agreement.

8.2. Release by RCBO. As of the Effective Date, RCBO (on behalf of itself its past and present officers, agents and employees, in their corporate and individual capacities) (collectively, the "**RCBO Releasors**" and together with the CCCEB Releasors, the "**Releasors**") release and covenant not to sue CCCEB, its a past and present officers, directors, agents and employees, in their corporate and individual capacities, with respect to any and all Claims arising out of, or related to the CCCEB Note, the CCCEB Debt, the RCBO Lease, or the Cathedral Property, in each case, arising from events occurring prior to and including the Effective Date of this Agreement, that arise under federal, state or local laws, rules and ordinances, or for contribution, indemnity and/or subrogation. RCBO (on behalf of itself and the RCBO Releasors, as applicable) agrees that fair consideration has been given by CCCEB for this release. The release set forth herein is not intended to, and shall not be taken to, apply to the rights of any Party to enforce the terms of this Agreement.

8.3. Section 1542 Waiver. The Releasors, and each of them, hereby acknowledge that they are aware of the provisions of California Civil Code section 1542, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Releasors, and each of them, being aware of this section, expressly waive any rights each of them may have under it and/or any other statute(s) or common law principle(s) of similar effect with respect to any and all claim(s) that may exist or arise from the dispute or facts that are the subject of this Agreement.

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9. Additional Provisions

9.1. Evaluation of Transaction; Representation by Counsel. The Parties are each experienced and sophisticated business entities and have been represented and advised by competent legal counsel of their choice or knowingly decided not to seek such advice. The Parties have each made such factual inquiries and other investigations as they deem appropriate to fully qualify themselves to be able to evaluate the acceptability and fairness of this Agreement and the transactions provided for herein.

9.2. Time of the Essence. Time is of the essence in performance of the terms and conditions of this Agreement.

9.3. Further Assurances. In connection with this Agreement and all transactions contemplated by this Agreement, each Party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

9.4. Amendments. None of the terms or provisions of this Agreement may be amended, modified, supplemented, terminated or waived, and no consent to any departure by a Party therefrom shall be effective unless the same shall be in writing and signed by all Parties, and then such amendment, modification, supplement, waiver or consent shall be effective only in the specific instance and for the specific purpose for which made or given.

9.5. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of California.

9.6. Forum and Waiver of Jury Trial. The parties hereto hereby (i) consent to the personal jurisdiction of the state and federal courts located in the State of California in connection with any controversy related to this Agreement or the transactions or sale contemplated by this Agreement; (ii) waive any argument that venue in any such forum is not convenient, (iii) agree that any litigation initiated by any party in connection with this Agreement may be venued in any state or federal court located in Alameda County, California; and (iv) agree that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. **THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT AND THE RELATIONSHIPS ESTABLISHED HEREUNDER.**

9.7. Costs and Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

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9.8. Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless expressly set forth in writing and executed by the Party so waiving. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants or agreements contained herein. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

9.9. Notices. Any notices, communications and waivers under this Agreement shall be in writing and shall be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, (c) by overnight express carrier, or (d) by facsimile or email transmission, with a copy sent the same day by one of the foregoing methods, addressed in each case as follows:

If to RCBO:

The Roman Catholic Bishop of Oakland.
2121 Harrison St., Suite 100
Oakland, CA 94612

Attention: Attila Bardos
Email: abardos@oakdiocese.org

with copy to:

Foley & Lardner LLP
555 California Street
Suite 1700
San Francisco, CA 94104
Attention: Shane J. Moses, Esq.
Email: smoses@foley.com

If to CCCEB:

[Address 1]
[Address 2]
[Address 3]

Attention:
Email:

with copy to:

or to any other address as to any of the Parties hereto, as such party shall designate in a written notice to the other parties hereto. All notices sent pursuant to the terms of this paragraph shall be

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deemed received (a) if personally delivered, then on the date of delivery, (b) if sent by overnight express carrier, then on the next federal banking day immediately following the day sent, (c) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received, or (d) if sent by facsimile as evidenced by receipt of a successful transmission report or by email (followed by delivery by one of the other means identified in (a)-(c)), then on the date sent, or if such date is a holiday, on the next federal banking day.

9.10. Entire Agreement. This Agreement and its exhibits, together with the Plan and the order confirming the Plan, constitute the entire, full and complete agreement between the Parties concerning the matters addressed in this Agreement and supersede any and all prior or contemporaneous negotiations, discussions, understandings or agreement. There are no other representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the Parties relating to the matters covered by this Agreement other than those set forth in this Agreement. No obligations or duties that contradict or are inconsistent with the express terms of this Agreement may be implied into this Agreement.

9.11. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The Parties further agree to replace such invalid or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the economic and business purposes of such invalid or unenforceable provision.

9.12. Section Headings. The Section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

9.13. No Strict Construction. Notwithstanding the fact that this Agreement has been drafted or prepared by one of the Parties, each of the Parties confirms that both they and their counsel (to the except each Party has chosen to retain counsel) have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

9.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by email or other means of electronic transmission, or via Docusign or similar electronic signature verification, shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[*Signature page follows*]

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IN WITNESS WHEREOF, the undersigned have executed and delivered this Settlement Agreement and Mutual Release.

The Roman Catholic Bishop of Oakland

By: _____
Name:
Title:

The Catholic Cathedral Corporation of the East Bay

By: _____
Name:
Title:

EXHIBIT A
(Legal Description of Land)

Real property in the City of Oakland, County of Alameda, State of California, described as follows:

Parcel 2, Parcel Map 6031, filed March 4, 1991 in Book 196, Pages 41 and 42 of Maps, Alameda County Records.

APN: 008 -0653-024

EXHIBIT B
(Form of Deed)

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

The Roman Catholic Bishop of Oakland
c/o Foley & Lardner LLP
555 California St., Ste 1700
San Francisco, CA 94104
Attn: Shane J. Moses

APN: 008-0653-024

Space above for Recorder's use

The undersigned Grantor declares:

Documentary transfer tax is Zero Dollars ($0) – Transfer is exempt pursuant to California Revenue and Taxation Code Section 11923, as a Conveyance under bankruptcy Federal Case No. 23-40523 in the Bankruptcy Court for the Northern District of California, Oakland Division. Transfer is further exempt pursuant to 11 U.S.C. § 1146(a) as a transfer under a plan confirmed under 11 U.S.C. § 1129.

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CATHOLIC CATHEDRAL CORPORATION OF THE EAST BAY, a California nonprofit religious corporation ("Grantor"), hereby grants to THE ROMAN CATHOLIC BISHOP OF OAKLAND, a California corporation sole ("Grantee"), the following described real property in the City of Oakland, County of Alameda, State of California (the "Property"):

Parcel 2, Parcel Map 6031, filed March 4, 1991 in Book 196, Pages 41 and 42 of Maps, Alameda County Records,

together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Dated: _____

CATHOLIC CATHEDRAL CORPORATION OF THE EAST BAY, a California non profit religious corporation

By:_____
Name: _____
Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, 202___, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

_____ (Seal)
Signature

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EXHIBIT C
(Form of Bill of Sale)

BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is entered into as of [_____], 2026 by The Catholic Cathedral Corporation of the East Bay, a California nonprofit religious corporation ("CCCEB"), in favor of The Roman Catholic Bishop of Oakland, a California corporation sole ("RCBO").

RECITALS

A. CCCEB and RCBO are parties to that certain Settlement Agreement and Mutual Release (the "Agreement"), dated as of the date hereof, by and among CCCEB and RCBO.

B. This Bill of Sale is being executed to evidence and effect the sale, conveyance, transfer and assignment of the Cathedral Assets to RCBO in accordance with the terms of the Agreement.

C. Capitalized terms used but not defined herein shall have the same meanings as assigned to them in the Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and incorporating the recitals set forth above, and pursuant to the terms and conditions of the Agreement, CCCEB does hereby agree with RCBO as follows:

1. Transfer of Assets. CCCEB does hereby grant, sell, convey, assign, transfer and deliver to RCBO, all of CCCEB's right, title and interest in and to:

   a. All personal property and interests therein, whether tangible or intangible, including all machinery, equipment, computer systems, furniture, and furnishings, together with all repairs thereto and replacements thereof, and warranties relating thereto, located at the Cathedral Property and/or used in connection with the operation or maintenance of the Cathedral Property;

   b. All rights, claims and credits to the extent relating to the Cathedral Assets, including any such items arising under insurance policies (including all insurance proceeds arising from any casualty, including all business interruption insurance) and all guarantees, warranties, indemnities and similar rights in favor of CCCEB in respect of the Cathedral Assets;

   c. All Transferred Operating Funds.

2. Agreement. This Bill of Sale is subject to the terms and conditions set forth in the Agreement and nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties under the Agreement.

3. Exclusivity. Nothing contained herein, express or implied, shall be construed, nor is intended, to confer upon any person, firm or entity other than the parties and their respective successors and assigns, any remedy or claim under or by reason of this Bill of Sale or any term, covenant and condition thereof, and such terms, covenants and conditions shall be for the exclusive benefit of RCBO, its successors and assigns.

4. No Modification of Agreement. This Bill of Sale is delivered pursuant to the Agreement and is subject in all respects to the provisions of the Agreement and is not meant to alter, enlarge, limit, or otherwise modify the provisions of the Agreement.

5. Successors and Assigns. This Bill of Sale will inure to the benefit of the successors and assigns of RCBO and be binding upon the successors and assigns of CCCEB.

6. Governing Law. This Bill of Sale shall be governed by, interpreted under, construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, CCCEB has executed this Bill of Sale as of the date first set forth above.

THE CATHOLIC CATHEDRAL CORPORATION OF THE EAST BAY

By: _____
Name: _____

Its: _____

EXHIBIT D
(Form of Assignment and Assumption)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment") is entered into as of [_____], 2026 by and among The Roman Catholic Bishop of Oakland, a California corporation sole ("RCBO" or "Assignee"), and The Catholic Cathedral Corporation of the East Bay, a California nonprofit religious corporation ("CCCEB" or "Assignor"). Assignor and Assignee hereto are sometimes referred to herein collectively as the "Parties" and each individually as a "Party". Capitalized terms used in this Assignment and not defined herein shall have the same meanings as assigned to them in the Asset Purchase Agreement (as defined below).

RECITALS

A. Assignor and Assignee are parties to that certain Settlement Agreement and Mutual Release (the "Agreement"), dated as of the date hereof, by and among Assignor and Assignee.

B. The terms of the Asset Purchase Agreement require Assignor and Assignee to execute this Assignment.

C. This Assignment is being executed to evidence and effect the sale, conveyance, transfer and assignment of the Cathedral Assets to Assignor in accordance with the terms of the Agreement.

D. Capitalized terms used but not defined herein shall have the same meanings as assigned to them in the Agreement

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and incorporating the above recitals with and into this Agreement, the Parties agree as follows:

1. Subject to the terms and conditions set forth in the Agreement, Assignors hereby assign, convey, transfer, and set over unto Assignee all of its right, title and interest in, to and under the Assigned Contracts.

2. Subject to the terms and conditions set forth in the Asset Purchase Agreement, Assignee hereby accepts the Assigned Contracts and accepts and assumes, and agrees to pay, perform, discharge or otherwise satisfy in accordance with their respective terms, the obligations of Assignor under the Assigned Contracts from and after the Closing Date.

3. Assignor shall remain liable for all claims, demands, causes of action, losses, damages, costs and expenses arising under the Assigned Contracts prior to the Closing Date.

4. This Assignment is not intended to create any broader obligations of the Parties hereto than those contemplated in the Agreement, and in the event of any ambiguity or conflict between the terms hereof and the Agreement, the terms of the Agreement shall govern and control. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated

other than by an instrument in writing signed by Assignor and Assignee. This Assignment is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Agreement, all of which are incorporated herein by reference.

5. This Assignment applies to and binds the Parties hereto and their respective heirs, administrators, executors, successors and assigns.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by email or other means of electronic transmission, or via Docusign or similar electronic signature verification, shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7. This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of day first set forth above.

THE CATHOLIC CATHEDRAL CORPORATION OF THE EAST BAY	**THE ROMAN CATHOLIC BISHOP OF OAKLAND**
_____	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____