

EXHIBIT H

TERM SHEET

TERM SHEET

This Term Sheet is entered into on the dates below indicated, by and among the Roman Catholic Diocese of Helena, Montana (the “Debtor”), the Official Committee of Unsecured Creditors of the Debtor (the “Committee”), all Counsel for Plaintiffs (“Plaintiffs’ Counsel”) in the litigation entitled *Whalen, et al. v. Roman Catholic Diocese of Helena, et al.*, Montana First Judicial District Court Lewis and Clark County, Cause No. BDV 2011-925 (“*Whalen*”) and in the litigation entitled *Does, et al. v. Roman Catholic Diocese of Helena, et al.*, Montana First Judicial District Court Lewis and Clark County, Cause No. BDV 2011-936 (“*Does*”) and the Ursuline Western Province (the “Ursulines”). The litigation with *Whalen* and *Does* will be referred to collectively, as the “State Court Litigation.” The Debtor and the Committee have filed a joint chapter 11 plan for the Debtor (the “Joint Plan”) and a disclosure statement (the “Disclosure Statement”). The Parties have agreed to a settlement (the “Settlement”) which will be included in amendment to the Joint Plan (the “Amended Plan”) and Disclosure Statement (the “Amended Disclosure Statement”).

1. One of the primary goals of the Ursulines in agreeing to the Settlement is to fully resolve all claims against it that relate to allegations of sexual abuse that occurred within the geographic territory of the Diocese of Helena (the “Diocese”). In consideration of the Settlement, the Ursulines have agreed, in addition to payment of money (as described below), to forego what they believe are significant rights with respect to insurance which is the subject of the Insurance Settlement (defined below) and the agree to a limitation on its claims against the Debtor, all of which will facilitate approval of the Joint Plan which will also, in consideration of the Settlement (including the rights described herein) provide for a channeling injunction in favor of the Ursulines to achieve this goal.
2. The Ursulines are aware that there is a pending, separate insurance settlement agreement being finalized between the Debtor and Great American Insurance (“GA Insurance Settlement”). For the purposes of this Term Sheet, “Insurance Settlement” shall include the GA Insurance Settlement, if and when filed.
3. The Ursulines have filed a notice of reservation of rights regarding the motion for approval of an insurance settlement with the Debtor’s carriers other than Great American Insurance Company and have obtained an extension of time to file an objection to the motion.
4. The Ursulines contend that, based upon the claims that have been asserted against them in the State Court Litigation, they are an “insured” under the terms of one or more of the insurance policies that are the subject of the Insurance Settlement and, therefore, the Insurance Settlement cannot be approved. The Insurance Settlement is a key component of the Plan and the Committee’s support of the Plan. If the Insurance Settlement is not approved, the Plan, as submitted, cannot be confirmed and could affect the ability of the Debtor to confirm a plan of reorganization.
5. In order to facilitate confirmation of the Joint Plan, notwithstanding the significant interest of the Ursulines in the insurance policies being released as part of the Insurance Settlement if the

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Ursulines could prove they are additional insureds under the policies, the Ursulines will withdraw their reservation of rights and not file an objection to the Insurance Settlement, if Whalen and Does agree that if the Bankruptcy Court does not confirm the Amended Plan under the terms of the Channeling Injunction Settlement (defined below), the Whalen and Does will fully and completely settle the State Court Litigation and all claims of the plaintiffs in the State Court Litigation and any other Claimants who filed timely claims alleging abuse by the Ursulines or at St. Ignatius Ursuline Academy, under the terms of the Alternate Settlement (defined below).

6. Therefore, the Settlement contemplates confirmation of the Amended Plan that incorporates the Settlement under two scenarios: (i) if the Amended Plan includes a channeling injunction and other provisions to be incorporated into the Amended Plan and the Amended Disclosure Statement consistent with the treatment of the Settling Insurers, the Ursulines will, among other things, waive their claim against the Debtor and fund a payment of \$4.45 million (the "*Channeling Injunction Settlement*") toward consummation of the Joint Plan as set forth in more detail below; and (ii) if the Amended Plan does not include a channeling injunction and other provisions to be incorporated into the Amended Plan and the Amended Disclosure Statement consistent with the treatment of the Settling Insurers, a payment of \$3.95 million will be made by the Ursulines and the Ursulines will not waive their claim against the Debtor in the Bankruptcy Case (although the claim will be capped as part of the consideration for the Settlement as described below) (the "*Alternate Settlement*"). The Settlement also contemplates that if an Amended Plan is not confirmed, the terms of the Alternate Settlement will be effectuated in the State Court Litigation (See Paragraph 9 below).
 - a. The Amended Plan shall be confirmed with the Channeling Injunction Settlement provided (i) the Amended Plan is accepted by at least 85% of the Whalen, Does and any other Claimants who filed timely claims alleging abuse by the Ursulines or at St. Ignatius Ursuline Academy accept the Amended Plan with the Channeling Injunction, (ii) the Channeling Injunction is binding on every creditor regardless of whether the creditor accepts the Amended Plan and (iii) the Trust shall not distribute any portion of the Settlement Payment to a creditor unless the creditor has delivered an executed release of the Ursulines (on terms reasonably acceptable to the Ursulines) to the Trust and the Ursulines.
7. The payment of the amounts under the Settlement (the "*Settlement Payment*") is subject to the terms and conditions in this Term Sheet, the Amended Plan and the order confirming the Debtor's Chapter 11 plan (the "*Confirmation Order*") all being in form and content reasonably satisfactory to the Ursulines, but subject to Paragraph 9 below.
8. If the Court confirms the Amended Plan, the Settlement Payment (\$4.45 million or \$3.95 million as the case may be) shall be made to the on the same schedule as the Settling Insurers' payments. The Ursulines shall have no responsibility for the disbursement of the

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Settlement Payment (\$4.45 million or \$3.95 million as the case may be) from the Debtor's estate or the Trust to the Whalen or Doe or Plaintiffs' Counsel.

9. Except as set forth in Paragraph 6(a), in consideration of the delivery of the Settlement Payment (\$4.45 million or \$3.95 million as the case may be), all claims against the Ursulines in the State Court Litigation shall be dismissed with prejudice, and counsel for Whalen and Does shall provide to the Ursulines releases on terms reasonably acceptable to the Ursulines in the State Court Litigation as required or requested by the Ursulines prior to or contemporaneous with the time for payment set forth in Paragraph 8 above. In addition, any claimants other than the Whalen and Does who are receiving distributions from the Trust from the amounts paid by the Ursulines shall deliver similar releases prior to any distribution being made to them. Until Whalen, Does and other claimants have provided such releases, the Ursulines shall not have any obligation to make the payments in Paragraph 8 above.
10. The Ursulines have a filed a proof of claim on various theories against the Debtor arising out of or related to the claims made in the State Court Litigation and the relationship between the Ursulines and the Debtor (the "*Ursulines' Claim*"). If the Amended Plan is confirmed with the Channeling Injunction Settlement under a Confirmation Order reasonably acceptable to the Ursulines, the Ursulines will withdraw the Ursulines' Claim with prejudice.
11. In consideration of the Settlement and to facilitate confirmation of the Amended Plan, the Ursulines will cap on the Ursulines' Claim as described below and the terms of payment which the Ursulines believe is less in amount and on terms less favorable than the Ursulines would be entitled to if the Ursulines litigated the merits of the Ursulines' Claim and the Debtor retains the right to object to the Ursulines' Claim. If such an objection is filed by the Debtor, and the Ursulines' Claim is allowed in an amount in excess of \$500,000, there will be a cap on any recovery of the Ursulines of the Ursulines Claim of \$500,000 (the "*Cap*"). The Debtor will provide in the Amended Plan that if the Ursulines' Claim is allowed, the allowed claim, subject to the Cap, will be paid over three years from allowance of the Ursulines' Claim.
12. The Amended Plan and the Confirmation Order shall provide a general release of all of the Debtor's claims against the Ursulines, other than the right to object to the Ursulines' Claim.
13. The Amended Plan shall include a channeling injunction whereby all known and future claims against the Ursulines arising from sexual abuse within the geographic boundaries of the Diocese of Helena shall be channeled to the Trust. The form of the channeling injunction shall be subject to the reasonable approval of the Ursulines, but will be generally consistent with the channeling injunction provided to the Settling Insurers with such modifications as are necessary or appropriate to take into account the differences

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between the Ursulines and the Settling Insurers.

14. The Amended Plan shall include a future claims representative for channeled future claims against the Ursulines, and a portion of the Settlement Payment shall be allocated to a fund established for payment of future claims against the Ursulines. The Debtor, with the agreement of the Committee and the Ursulines shall seek to amend the previous Order appointing Michael R. Hogan as Future Claims Representative, to allow him to make a recommendation on the amounts to fund future claims regarding the Ursulines.
15. If the allocation of the \$4.45 million Settlement Payment does not net at least \$3.95 million to the Trust, the Amended Plan will be modified to provide for the Alternate Settlement only.
16. **The following provision is solely between the Debtor, the Committee and Plaintiffs' Counsel:** If the Settlement Payment is \$4.45 million, the (a) administrative claims related to the incorporation of this Term Sheet into the Amended Plan and the Amended Disclosure Statement and the administration of the Settlement Payment by the Trust and (b) the funds to be deposited into a fund for future claims regarding the Ursulines shall be funded from \$500,000 of the Settlement Payment and not any part of the \$3,950,000 portion of the Settlement Payment. The portion of the Settlement Payment to be used to pay such portion of the administrative claims shall be determined by the Committee and the Debtor and the only obligation of the Ursulines is to make the Settlement Payment under the Amended Plan. Any portion of the \$500,000 not used for these purposes shall be paid to the Trust for the benefit of the Tort Claimants, as defined in the Amended Plan.
17. To further promote healing and reconciliation,
 - a. Within ten (10) days of the written request of a Claimant, the Ursuline Co-Provincials will send correspondence to such Claimant stating that they are sorry for any sexual abuse that the Claimant may have suffered by the Ursulines or at St. Ignatius Ursuline Academy and that the Claimant was not responsible for that sexual abuse.
 - b. The Province is aware of the Debtor's agreement to post on its website home page the names of all known past and present alleged perpetrators of the Debtor who are identified in the proofs of claim alleging sexual abuse or the complaints filed in the State Court Litigation as child sexual abusers between the 1930s and 1970s, including Joseph Balfe, James Barry, Byrnes (first name unknown), Callan (first name unknown), Thomas Connolly, John Delane, Father Delaney, M.A. Dimier, George Ferguson, A.J. Ferretti, Rene Gallant "Brother Charlie", Louis Geis, Gilmore (first name unknown), Harper (unknown), Bernard Harris, Robert Hartman, John (last name unknown), Paul Kirchen, Larson (first name unknown), Emmett Lowney, Egon Mallman, McCarthy (first name unknown), James McCormick, Gabriel Menager, Joseph Obersinner, O'Brien (first name unknown), Martin Phillipson, Peter Pritzl, Edmund Robinson, Wilson Smart, Sorisio (first

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name unknown), Leonard Spraycar, Patrick Stimatz, Sullinger (unknown), Sullivan (first name unknown), Louis Taelman, Rufina Karges "Mother Loyola", Frances Seymor "Mother Cecelia", Sister John (last name unknown), Sister Marion (last name unknown), Sister Monica (last name unknown), Sister Glenyatos (last name unknown), Sister Margaret (last name unknown), Sister Rita (last name unknown), Sister Henrietta (last name unknown), Sister Mary Laurence (last name unknown), Sister Camilla (last name unknown).

The Ursulines reserve the right to file a statement of position that in substance provides: The Province understands the Debtor has committed for itself to publish the foregoing names as past and present alleged perpetrators of the Diocese. The Province, in settling the state court litigation to avoid further expense, has not had the opportunity to evaluate claims against any of these individuals to determine whether the allegations of abuse claims are credible. The Province notes that the foregoing list includes some individuals who, to the best of the Province's collective knowledge, were never members of the Province and/or were never assigned to St. Ignatius Mission. Publication of this list should not be construed as an admission of liability by the Province or any of its members. For purposes of clarity, this statement of position does not create or address any dispute between the Province and the Diocese which may be based upon Canon Law or the First Amendment rights of the parties. This statement of position is not an objection to plan confirmation.

The Debtor will work with the Ursulines and the Committee to refine the above-list to add last names wherever possible and other identifying information.

18. The Ursulines shall be subject to the Bankruptcy Court's jurisdiction to enforce this Term Sheet and the Confirmation Order applicable to the Ursulines. The Bankruptcy Court's jurisdiction is exclusive regarding enforcement of the channeling injunction, the Amended Plan and the Confirmation Order, to the extent it incorporates the Settlement, including other issues related to or arising in the Debtor's chapter 11 case. The jurisdiction of the state court in the State Court Litigation shall extend to entering the order of dismissal of the State Court Litigation and such other matters as are necessary or appropriate to enforce the Alternate Settlement.
19. The Ursulines' counsel and Whalen and Does counsel shall notify, by a filed pleading, the state court that the Whalen and Does cases are settled and that the State Court Litigation will be dismissed under the terms of this Term Sheet.
20. Notwithstanding the mediation confidentiality agreement, the Debtor, the Committee, the Ursulines, shall issue a joint press releases regarding the Term Sheet but only after filing the joint notification with the state court. If counsel for the Debtor, the Committee, the Ursulines or the Whalen and Does determine to issue additional press releases, such press releases shall be consistent with the terms of this Term Sheet and the Amended Plan.

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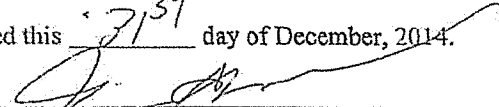
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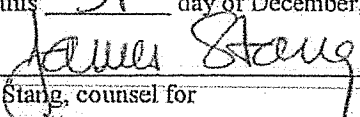
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Dated this 31st day of December, 2014.



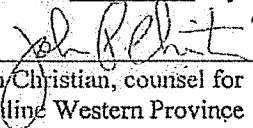
Ford Elsaesser, counsel for
the Debtor

Dated this 31st day of December, 2014.



James Stang, counsel for
the Committee

Dated this 31st day of December, 2014.



John Christian, counsel for
Ursuline Western Province

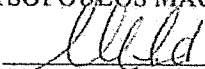
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Undersigned Counsel will recommend that the Whalen Plaintiffs accept the Settlement in this Term Sheet.

Dated this 31st day of December, 2014.

DATSOPOULOS MACDONALD & LIND

By: 
Molly K. Howard, counsel for
Whalen plaintiffs

Undersigned Counsel will recommend that the Doe Plaintiffs accept the Settlement in this Term Sheet.

Dated this 31st day of December, 2014.

TAMAKI LAW

By: Megan E. Hale
Megan E. Hale, counsel for
Doe plaintiffs