

(As part of the settlement of lawsuits against the Oblates of St. Francis de Sales, we have agreed to post these non-monetary measures that are listed here.)

NON-MONETARY UNDERTAKINGS OF THE DEFENDANTS

As used herein, the term “Settlement Date” is defined as the date the Oblate settlements are funded by the transfer of settlement funds to either the proposed CDOW Trustee Marla Eskin or such other entity as all plaintiffs’ counsel agree upon.

1. For a period of not less than ten (10) years after the Settlement Date, the Oblates of St. Francis de Sales, Inc. will post on their Official Web site home page (www.oblates.org), or its successor, the names of all known clergy or lay employees regarding whom there are admitted, corroborated or otherwise substantiated allegations of sexual abuse, molestation or rape of minors. Any disputes regarding this list will be resolved by the Special Arbitrator.¹ After the Settlement Date, the Oblates of St. Francis de Sales, Inc. will add any additional names to the list to the extent the criteria set forth above are satisfied. Notwithstanding the foregoing, the Oblates of St. Francis de Sales, Inc. shall maintain the posting for any longer period of time if recommended by the U.S. Conference of Catholic Bishops.
2. The Oblates of St. Francis de Sales, Inc. will make available reasonable space (approximately 500 words or ½ page) on its Web site, or in its respective successor, for one (1) year after the Settlement Date to allow any Plaintiff to tell his or her story of abuse by priests, religious or lay employees, if such Plaintiff desires to publish his/her story. The Oblates of St. Francis de Sales, Inc. reserve the right to object to publishing any letter that contains unnecessary profanity or other objectionable material and to the extent the objection cannot be resolved, such publication will be decided by the Special Arbitrator, whose decision will be final and non-reviewable.
3. Within 60 days after the Settlement Date, the Provincial of the Oblates of St. Francis de Sales, Inc. and, as applicable, the principal of Salesianum School, will send letters of apology to any Plaintiff or immediate family members who requests a letter. The letter shall address the concerns and sentiments set out in the letter sent in a previous case. Provincial will personally sign the letters of apology. Letters of apology will state that the survivor was not at fault for the abuse.
4. The Oblates of St. Francis de Sales, Inc. will institute a policy requiring that the Provincial, all Officers of the Oblates of St. Francis de Sales, Inc., Superiors, Department Heads and official spokespersons not refer either verbally or in print Plaintiff Parties as

¹ If the Plaintiff Parties and the Oblates of St. Francis de Sales, Inc. and Salesianum, Inc. are unable to agree on a Special Arbitrator, a Special Arbitrator shall be appointed by Superior Court Judge Joseph R. Slights or his judicial designee from a list of two names with each side supplying one name.

"alleged" claimants, "alleged" victims or "alleged" survivors and will require the same to refer to claimants as "survivors of clergy sexual abuse" or "survivors of sexual abuse perpetrated by lay employees."

5. Annually, the Provincial and any member of the Oblates of St. Francis de Sales, Inc. who is serving as a Superior, Principal, Superiors or Department Head in a school operated by the Oblates of St. Francis de Sales, Inc. will certify and affirm in writing, that they have no undisclosed knowledge of priests or lay employees regarding whom there are admitted, corroborated or otherwise substantiated allegations of sexual abuse of minors after the Settlement Date, or, if they have such knowledge, other than through a Stipulated Privilege, that it has been reported to law enforcement in accordance with applicable legal mandatory reporting requirements or reporting protocols. Every five years, all priests, and vowed religious employees, in active ministry of the Oblates of St. Francis de Sales, Inc. also will make such a certification, substantially in the form attached hereto as Exhibit "A." In connection with his annual certification, the Provincial will write to all priests and religious employees in active ministry and instruct them to inform him about any priests, religious or lay employees regarding whom there are admitted, corroborated or otherwise substantiated allegations of sexual abuse of minors after the Settlement Date. With his annual letter, the Provincial will include the certification form attached as Exhibit A, and will encourage priests and religious employees also to sign the certification on an annual basis.

6. The Oblates of St. Francis de Sales, Inc. will prominently display a plaque in each school or parish under its authority stating: "The abuse of the spiritual, emotional, physical and moral well-being of the children and young men and women of [name of school] shall not be tolerated." The dimensions of these plaques shall be no less than 8.5 inches by 11 inches shall be placed next to the door of the Provincial, Pastor, or Principal's office, as applicable. Plants, furniture, or any other items shall not obstruct these plaques.

7. The Oblates of St. Francis de Sales, Inc.'s men in formation, regardless of where they are in training as candidates for the priesthood, in addition to their education and training at their seminaries regarding the childhood sexual abuse and the prevention, detection and reporting of such abuse, shall be required to hear directly, annually, from survivor-advocates and third-party child protection professionals mutually acceptable to the Oblates of St. Francis de Sales, Inc. and Bartholomew Dalton, Esq. and Thomas S. Neuberger, Esq. [hereinafter referred to as the "Child Protection Consultant"] about the devastating impact of childhood sexual abuse on the lives of survivors and the critical importance of the seminarians' responsibility to report any suspicions or knowledge of abuse to the proper civil authorities. The Child Protection Consultant will evaluate and make public recommendations with respect to the foregoing programs and shall be permitted to attend and observe the inaugural presentation to the seminarians and subsequently attend and observe these presentations not less frequently than every five years.

8. As of the Settlement Date, the Oblates of St. Francis de Sales, Inc. will retain the Child Protection Consultant as a third-party expert in the field of child protection for the purpose of: (a) reviewing and making recommendations with respect to regular seminarian training programs as set forth in paragraph 7 and approving third-party professionals involved with such programs; and (b) evaluating and making public recommendations with respect to all current and future child protection programs administered by the Oblates of St. Francis de Sales, Inc. Such public recommendations will be issued by the Child Protection Consultant for the first time within 120 days of the Settlement Date, and thereafter in accordance with the timetable set forth below. The Oblates of St. Francis de Sales, Inc. will fund all current and future costs and expenses associated with retaining the Child Protection Consultant.

9. The Oblates of St. Francis de Sales, Inc. shall publicly announce in its general distribution newsletter and post on www.oblates.org for a period of five (5) years its policy of releasing all survivors from any confidentiality provisions in settlement agreements, which they signed as a condition to such settlements. The Oblates of St. Francis de Sales, Inc. shall contact counsel for all survivors who entered into such confidentiality agreements to inform them that they are not bound by such agreements. In addition, the Oblates of St. Francis de Sales, Inc. agrees that all confidentiality agreements involving sex abuse survivors are terminated and that the identities of priests or lay persons named in settlement agreements containing confidentiality provisions may be made public. No victim's identity may be released or revealed without his or her permission. The Oblates of St. Francis de Sales, Inc. shall forbid confidentiality provisions in any settlement agreement related to sexual abuse entered into by the Oblates of St. Francis de Sales, Inc. and/or parish except at the written request of the survivor claimant.

10. Within 30 days of the Settlement Date, the Provincial in his official and personal capacity shall issue a written statement of gratitude for the survivors who have the courage to speak about the sexual abuse they suffered as minors. This statement will be posted on www.oblates.org and within fifteen (15) days of the Settlement Date published prominently in a ½ page ad in *The New Journal* and *Philadelphia Inquirer*. Within two (2) years after the Settlement Date, the Provincial will personally visit each school and parish where a priest regarding whom there are admitted, corroborated or otherwise substantiated allegations of sexual abuse of minors was assigned. The Provincial will express his gratitude for the survivors who have had the courage to speak about the sexual abuse they suffered as minors and will apologize. The Provincial's visit will be scheduled and publicized on www.oblates.org at least thirty days in advance.

11. The Oblates of St. Francis de Sales, Inc. shall require and fund annual mandatory reporting training for all of its members, teacher employees, counselors, and professional staff. The Child Protection Consultant will evaluate and make public recommendations with respect to the foregoing program. The Oblates of St. Francis de Sales, Inc. will implement such recommendations.

12. The Oblates of St. Francis de Sales, Inc. shall develop, publish and implement a child abuse prevention curriculum for all primary and secondary schools and parishes operated by the Oblates of St. Francis de Sales, Inc. For any primary or secondary school operated by the Oblates of St. Francis de Sales, Inc., but for which they do not control the curriculum, they will recommend to the entity in charge of the curriculum that informs and empowers those served by Catholic education in a manner that fosters dignity, prevents abuse, and encourages communication of potential and actual abuse. The curriculum shall educate children, young people and their parents in a manner that prepares them to create and maintain a safe environment. The curriculum shall be age-appropriate, and include instruction in ways to prevent, identify and report child sex abuse. Full compliance with a ZERO TOLERANCE policy is mandatory. The Child Protection Consultant will evaluate and make public recommendations with respect to the foregoing programs.

13. The Child Protection Consultant will evaluate and make public recommendations with respect to any current or future child protection or seminary training programs in place, or lack thereof, for the Oblates of St. Francis de Sales, Inc.. The Oblates of St. Francis de Sales, Inc. will implement such recommendations.

14. Not less frequently than every five years after the Settlement Date, the Oblates of St. Francis de Sales, Inc. will retain and pay for the services of a Child Protection Consultant, or another third-party expert that is mutually acceptable to the Oblates of St. Francis de Sales, Inc. and the Child Protection Consultant, to re-evaluate and make recommendations with respect to the programs and procedures referenced above. Upon appointment, such third-party will then act as Child Protection Consultant hereunder until such time as he or she is succeeded by another mutually accepted third-party as described above.²

15. On an annual basis the Oblates of St. Francis de Sales, Inc. will submit to the Child Protection Consultant and publish on its Web site an annual audit of the foregoing child protection programs. The Child Protection Consultant will review and make recommendations with respect to such audit report. The Oblates of St. Francis de Sales, Inc. will implement such recommendations.

16. The Oblates of St. Francis de Sales, Inc. shall publish on its Web site home page (www.oblates.org), or its successor, as standalone documents, the two finalized, mutually agreed upon lists of non-monetary stipulations for a period of one (1) year. Appendix A, the “Plaintiffs,” will not be published.

² In the event that any sitting Child Protection Consultant is unwilling or unable to choose its successor, the Oblates of St. Francis de Sales, Inc. or any other Plaintiff will petition the Special Arbitrator to appoint a successor Child Protection Consultant. In the event that the Special Arbitrator is unwilling or unable to choose a successor Child Protection Consultant, the Oblates of St. Francis de Sales, Inc. or Plaintiff will petition Judge Slights or his judicial designee of the Delaware Superior Court (the “Superior Court”) to appoint a successor Child Protection Consultant.

17. The Oblates of St. Francis de Sales, Inc. shall be responsible for payment of all costs and expenses associated with compliance with the non-monetary provisions.

NON-MONETARY PROVISIONS RELATING TO DOCUMENTS

1. As used herein “Religious Order Entities” shall mean the Oblates of St. Francis de Sales, Inc. and any school, office, association or other entity under the direct or indirect control of the Oblates of St. Francis de Sales, Inc.

2. As used in this term sheet, the term “Settling Parties” will mean the Religious Order Entities and any and all priests, religious, employees, agents and assigns of the Settling Parties referenced in the prior sentence who are obtaining a release in connection with the underlying litigation of the specified Plaintiff Parties (as defined in the General Non-Monetary Provisions).

3. In connection with the production of Documents set forth herein, the Settling Parties shall waive any and all privileges and defenses, if any, associated with any Constitutional protections the Settling Parties might otherwise seek to assert. The Settling Parties agree that the only bases for withholding Documents from production are the following secular privileges (collectively, the “Stipulated Privileges”): (a) attorney-client privilege; (b) work product protection; (c) priest-penitent privilege (provided, however, that as all communications relevant in this context are presumed to be non-documentary, any privilege raised under this privilege will be specifically identified as “priest-penitent privilege asserted” in the Privilege Log (hereafter defined)); and (d) religious advisor privilege as currently-existing under Delaware law, but only to the extent the relevant Document is privileged under the law of that state. The Settling Parties further agree that, although they may assert a Stipulated Privilege as to any Document subject to such a Privilege, the Stipulated Privileges shall be defined and interpreted as they now exist under applicable law, and that the Settling Parties will not seek to expand or broaden the scope or nature of the Stipulated Privileges in any venue, legislative, judicial or otherwise. The Settling Parties further agree that the failure to assert an applicable Stipulated Privilege as to any particular Document will not waive the appropriate assertion of such Stipulated Privilege as to any other Document. The Special Arbitrator³ will rule on any disputes relating to the Stipulated Privileges as set forth below in paragraphs 6 through 9.

³ The Special Arbitrator will be determined by mutual agreement of the Plaintiff Parties and the Oblates of St. Francis de Sales, Inc., and will be replaced by another mutually acceptable party to the extent he or she resigns or is otherwise incapable of serving. If the Plaintiff Parties and the Oblates of St. Francis de Sales, Inc. are unable to agree on a successor Special Arbitrator, a new Successor Arbitrator shall be appointed upon petition of either the Religious Order or any Plaintiff Party by the Superior Court.

4. “Documents” shall mean the following, whether public or non-public, to the extent such Documents relate to abusive persons regarding whom there are admitted corroborated or otherwise substantiated allegations of sexual abuse of minors (individually, an “Abusive Person” or collectively “Abusive Persons”):⁴ all personnel files, all documents relating to the supervision, placement, and/or remedial steps taken with respect to any Abusive Person, including all transcripts (electronic or otherwise) and video depositions from litigation involving any Abusive Person, all exhibits and other documents of any type related to sexual abuse tort litigation; in addition, “Documents” shall also include, to the extent relating to or in any way referencing sexual abuse or alleged sexual abuse of minors, or in any other way relating to the supervision, placement, and/or remedial steps taken with respect to any Abusive Person, the following: all documents, files, and other information including, without limitation, the diaries of all provincials and vice-provincials of the Oblates of St. Francis de Sales, Inc., correspondence, “provincial’s papers,” in video and audio recordings, archives, electronic data and other media sources of any kind, whether public or non-public and all exhibits and other documents of any type filed or produced in sexual abuse tort litigation.

5. The Religious Order Entities will provide to the Plaintiff Parties the Documents required to be produced, together with a privilege log (the “Privilege Log”) of any Documents withheld from production. Production will be on a rolling basis after the Settlement Date, and will be completed within 120 days after the Settlement Date (the “Production Deadline Date”).⁵ Subject to the limitations of paragraphs 6 through 9, any interested Plaintiff Party shall have sole and exclusive authority to use such Documents in any matter that he/she may deem appropriate.

6. *No Plaintiff’s identity may be released or revealed without his or her express permission.*

7. For the period of 60 days following the Production Deadline Date (the “Document Discussion Period”), the Settling Parties and any interested Plaintiff Party will meet and confer with the Special Arbitrator and each other in order to establish that all Documents not subject to one or more of the Stipulated Privileges have been produced. Any concerns regarding the completeness of the Document production shall be raised with the Special Arbitrator and all parties in this meet and confer process, including any good faith challenges to entries on the Privilege Log, and any good faith requests for *in camera* inspection by the Special Arbitrator of specified Documents withheld from production. At the conclusion of the Document Discussion Period, the

⁴ Such Documents to include, without limitation, all correspondence and other communications by, between, among, addressed to, or received by any Provincial or Superior of the Oblates of St. Francis de Sales, Inc., Diocesan and/or any other Religious Order official including, but not limited to, any priest or other person responsible for the appointment and/or supervision of congregation members, and/or any chancellor, pastor, priest, lay employee, volunteer, or provincial and/or other member of any religious congregation.

⁵ For purposes of future litigation, the production of Documents by the Settling Parties in accordance with the provisions herein does not constitute a waiver of any rights, remedies, protections, privileges, or defenses available in the jurisdiction and court in which the litigation is pending.

Special Arbitrator will issue a final report indicating whether or not the Settling Parties are in compliance with the provisions hereof and, if not, directing them to comply immediately. All fees, costs and expenses of the Special Arbitrator incurred through to the conclusion of the Document Discussion Period will be paid by the Oblates of St. Francis de Sales, Inc.

8. All parties and the Special Arbitrator shall stipulate from the outset of the Document production process that the primary goal of the process will be to have all relevant Documents not subject to the Stipulated Privileges produced by the conclusion of the Document Discussion Period. However, if at the conclusion of the Document Discussion Period (a) there remain any good faith challenges or disputes relating to the production made by the Settling Parties (as the case may be, a “Documentary Dispute”); (b) the Special Arbitrator determines that the refusal to produce is made in good faith; **and** (c) the Special Arbitrator certifies that he/she requires further briefing or argument relating to such Documentary Dispute otherwise unavailable to him/her during the Document Discussion Period, the party claiming such Documentary Dispute will submit a letter outlining such Documentary Dispute to the Special Arbitrator copied to counsel to the Religious Order Entities. Any response by or on behalf of the Religious Order Entities regarding a Documentary Dispute shall be made by letter to the Special Arbitrator and copied to counsel for the party who submitted the challenge or dispute within 20 days following the submission. By letter to counsel for the Religious Order Entities and the Plaintiff Parties, the Special Arbitrator will rule on any Documentary Dispute within 60 days following the submission the Documentary Dispute to the Special Arbitrator. The fees, costs and expenses of the Special Arbitrator incurred in the context of resolving any Documentary Dispute shall be paid equally between the party bringing such Documentary Dispute and the Oblates of St. Francis de Sales, Inc.

9 The Special Arbitrator’s determination with respect to the production of any Documents, whether at the conclusion of the Document Discussion Period or in connection with any Documentary Dispute, will be binding on all parties and final and non-reviewable by any court or other tribunal or authority.

10. Regarding Documents that are medical records, the Settling Parties will comply with applicable laws and regulations to the extent that such laws and regulations have not been waived by the party to whom such Documents relate⁶, but the Settling Parties agree not to oppose a court order requiring the production of such Documents. No Settling Party will retain counsel for itself to contest the production of any Document, except to the extent such production is contested on the basis of applicable privilege or required non-disclosure. No Settling Party will retain counsel for any third party to contest production of any Document, on any basis, or otherwise support, such a third party challenge. To the extent any Documents required to be produced have been placed under seal, the Settling Parties agree that, if requested, they will support an application to

⁶ For the avoidance of doubt, it is expressly intended that except for the Stipulated Privileges and disclosure of identities of victims or innocent third parties, any party receiving a release under the Plan as a “Settling Party” will have waived all privileges and disclosure protections, including privileges and disclosure protections associated with HIPAA.

the pertinent court to unseal such Documents.

11. The Settling Parties shall allow the Special Arbitrator to have complete access to inspect Oblates of St. Francis de Sales, Inc. files and archives to ensure that all Documents have been produced. The Special Arbitrator, at his or her sole discretion, may consult with any person to assist with carrying out his or her duties, but only the Special Arbitrator will have access to inspect Oblates of St. Francis de Sales, Inc. files and archives. The purpose of this inspection right is to verify that all Documents have been released, which verification shall be final and non-reviewable by any court or other tribunal or authority.