

EXHIBIT B

SETTLEMENT AGREEMENT, RELEASE AND POLICY BUYBACK

SETTLEMENT AGREEMENT, RELEASE, AND POLICY BUYBACK

This Settlement Agreement, Release, and Policy Buyback ("Agreement") is hereby made by, between and among the "Diocese Parties" (as defined in Section 1.1.11 below) and the "Insurer Entities" (as defined in Section 1.1.20 below).

RECITALS

WHEREAS, numerous individuals have asserted certain "Tort Claims" (as defined in Section 1.1.34 below) against the "Diocese" (as defined in Section 1.1.10 below);

WHEREAS, the "Insurer Parties" (as defined in Section 1.1.21 below) or their predecessors issued, allegedly issued or may have issued certain insurance policies to the Diocese Parties (the "Policies" as defined in Section 1.1.31 below);

WHEREAS, certain disputes between the Diocese Parties and the Insurer Parties have arisen and/or may arise in the future concerning the Insurer Parties' position regarding the nature and scope of their responsibilities, if any, to provide coverage to the Diocese Parties under the Policies in connection with Tort Claims (the "Coverage Disputes"), including those disputes at issue in the lawsuits captioned *Whalen, et al. v. Catholic Mutual Relief Society of Am., et al.*, Cause No. BDV-2012-976, pending in the Montana First Judicial District Court, Lewis and Clark County, and *Travelers Casualty and Surety Company, et al. v. Roman Catholic Bishop of Helena*, Case No. 13-35299, pending in the United States Court of Appeals for the Ninth Circuit (collectively, the "Coverage Suits");

WHEREAS, the Diocese has reached an agreement in principle ("Tort Claimants Agreement") with all plaintiffs in the lawsuit captioned *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 as captioned in the Tenth Amended Complaint ("Whalen Plaintiffs") and all plaintiffs in the lawsuit captioned *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 as captioned in the Seventh Amended Complaint (hereinafter the "Does Plaintiffs") that fully resolves all claims and disputes and includes, among other things, a requirement that the Diocese prepare and file in the United States Bankruptcy Court for the District of Montana a Chapter 11 case under Title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code") and plan of reorganization that is supported by the Whalen Plaintiffs and Does Plaintiffs (the "Plan", as defined in Section 2.5 below) and incorporates the Tort Claimants Agreement;

WHEREAS, the Diocese filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Montana (Case No. 14-60074) (the "Reorganization Case") on January 31, 2014 (the "Petition Date");

WHEREAS, the Diocese Parties and the Insurer Entities, without any admission of liability or concession of the validity of the positions or arguments advanced by each other, now wish to compromise and resolve fully and finally any and all Coverage Disputes and all other disputes between and among them;

WHEREAS, through this Agreement, the Diocese Parties intend to provide the Insurer Parties with the broadest possible release and the broadest possible buyback with respect to the

Policies and to provide that the Insurer Parties shall have no further obligations now or in the future to the Diocese Parties and no further obligations now or in the future under the Policies;

WHEREAS, as part of the compromise and resolution of such disputes, the Diocese Parties and the Insurer Entities wish to effect a sale of the Policies pursuant to 11 U.S.C. § 363; and

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, and intending to be legally bound, subject to the approval of the United States Bankruptcy Court for the District of Montana and any other court in which the Reorganization Case may be pending or that has jurisdiction over the Reorganization Case (the "Bankruptcy Court"), the Diocese Parties and the Insurer Entities hereby agree as follows:

1. DEFINITIONS

1.1 As used in this Agreement, the following terms shall have the meanings set forth below. Capitalized terms not defined below or herein shall have the meanings given to them in the Bankruptcy Code.

1.1.1 "American Home" means American Home Assurance Company.

1.1.2 "American Home Parties" means American Home and each of its past, present and future parents, subsidiaries, affiliates, and divisions, each of their respective past, present, present and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions and acquired companies, each of their respective past, present and future, directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and claims handling administrators, and each of their respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through or in concert with them.

1.1.3 "American Home Policies" means any and all known and unknown binders, certificates, or policies of insurance issued or allegedly issued by any of the American Home Parties to the Diocese Parties, including those policies identified in Exhibit 1 to this Agreement.

1.1.4 "Catholic Mutual" means Catholic Mutual Relief Society of America.

1.1.5 "Catholic Mutual Parties" means Catholic Mutual and each of their past, present and future parents, subsidiaries, affiliates, and divisions, each of their respective past, present, present and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions and acquired companies, each of their respective past, present and future, directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and claims handling administrators, and each of their respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through or in concert with them.

1.1.6 “Catholic Mutual Policies” means any and all known and unknown binders, certificates, or policies of insurance issued or allegedly issued by any of the Catholic Mutual Parties to the Diocese Parties, including those policies identified in Exhibit 2 to this Agreement, except that nothing in this Section 1.1.6 shall be construed to include any claims-made certificates or policies of insurance issued or allegedly issued by any of the Catholic Mutual Parties to the Diocese Parties for the policy period currently in effect at the time of the Effective Date of this Agreement (July 1, 2014 through July 1, 2015) and the two immediately prior policy periods (July 1, 2012 through July 1, 2013, and July 1, 2013 through July 1, 2014).

1.1.7 “Channeled Claim” means any Tort Claim or any other Claim against any of the Diocese Parties or the Insurer Parties (or any Person insured by such Insurer Parties to the extent such Claim arises from the same injury or damages asserted as a Tort Claim against the Diocese Parties or Insurer Parties) that, directly or indirectly, arises out of, relates to, or is in connection with any Tort Claim, including any Related Insurance Claim. Notwithstanding the foregoing, nothing in this Section 1.1.7 shall be construed to include any Claim against the Ursuline Sisters of the Western Province (a/k/a Ursuline Western Province), Ursuline Convent of the Holy Family, Ursuline Convent of Our Lady or Santa Rosa Ursuline Corporation (collectively, the “Province”).

1.1.8 “Claim” means any past, present or future claim, demand, action, request, cause of action, suit, proceeding or liability of any kind or nature whatsoever, whether at law or equity, known or unknown, actual or alleged, asserted or not asserted, suspected or not suspected, anticipated or unanticipated, accrued or not accrued, fixed or contingent, which has been or may be asserted by or on behalf of any Person, whether seeking damages (including compensatory, punitive or exemplary damages) or equitable, mandatory, injunctive, or any other type of relief, including cross-claims, counterclaims, third-party claims, suits, lawsuits, administrative proceedings, notices of liability or potential liability, arbitrations, actions, rights, causes of action or orders, and any other claim within the definition of “claim” in section 101(5) of the Bankruptcy Code.

1.1.9 “Claims Bar Date” means the date set by the Bankruptcy Court as the deadline for Persons to file proofs of claim in the Reorganization Case.

1.1.10 “Diocese” means the Roman Catholic Bishop of Helena, Montana, a Montana Religious Corporation Sole, and the Estate (pursuant to section 541 of the Bankruptcy Code).

1.1.11 “Diocese Parties” means collectively the Diocese and: (i) the Persons listed on Exhibit 12 to this Agreement; (ii) any and all named insureds, insureds and additional insureds under the Policies with respect to whom the Diocese has authority to release the Claims released pursuant to this Agreement and those who have independent authority to release the Claims released pursuant to this Agreement and who are signatories to this Agreement, including those set forth in Exhibit 3 to this Agreement; (iii) each of the past, present and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions and acquired companies of the Diocese and the Persons identified in Section 1.1.11(i) and (ii) above, each of their respective past, present, present and future parents, subsidiaries, affiliates, holding

companies, merged companies, related companies, divisions and acquired companies, and each of their respective predecessors, successors (except to the extent their liability is independent of any liability of the Diocese and the Persons identified in Section 1.1.11(i) and (ii) above) and assigns; and (iv) any and all past and present employees, officers, directors, shareholders, principals, teachers, staff, members, boards, administrators, priests, deacons, brothers, sisters, nuns, other clergy or religious, volunteers, agents, attorneys, and representatives of the Persons identified in Section 1.1.11(i), (ii), and (iii) above, in their capacity as such. Notwithstanding the foregoing, nothing in this Section 1.1.11 shall be construed to include the Province as one of the Diocese Parties. Notwithstanding the foregoing, nothing in this definition is intended to suggest or should be construed to mean that any Person included in this definition is owned, directed, supervised or controlled by the Diocese.

1.1.12 “Effective Date” means the date on which the Agreement is executed by all of the Parties.

1.1.13 “Extra-Contractual Claim” means any Claim against any of the Insurer Parties based, in whole or in part, on allegations that any of the Insurer Parties acted in bad faith or in breach of any express or implied duty, obligation or covenant, contractual, statutory or otherwise, including any Claim on account of alleged bad faith; failure to act in good faith; violation of any express or implied duty of good faith and fair dealing; violation of any unfair claims practices act or similar statute, regulation, or code; any type of alleged misconduct; or any other act or omission of any of the Insurer Parties of any type for which the claimant seeks relief other than coverage or benefits under a policy of insurance. Extra-Contractual Claims include: (i) any Claim that, directly or indirectly, arises out of, relates to, or is in connection with any of the Insurer Parties’ handling of any Claim or any request for insurance coverage, including any request for coverage for any Claim, including any Tort Claim; (ii) any Claim that, directly or indirectly, arises out of, relates to, or is in connection with any of the Policies and any contractual duties arising therefrom, including any contractual duty to defend the Diocese Parties against any Tort Claims; and (iii) the conduct of the Parties with respect to the negotiation of this Agreement.

1.1.14 “FCR” means the Honorable Michael R. Hogan, U.S.D.J. (retired), who was appointed in the Reorganization Case as the legal representative of Persons holding Future Tort Claims by Order dated April 9, 2014 or any other Person appointed by the Bankruptcy Court or District Court, as applicable, as the future claims representative.

1.1.15 “Final Order” means an order, judgment, or other decree (including any modification or amendment thereof) that remains in effect and has not been reversed, withdrawn, vacated, or stayed, and as to which the time to appeal or seek review, rehearing, or writ of certiorari has expired or, if such an appeal or review has been taken, (i) it has been resolved and no longer remains pending, or (ii) an appeal or review has been taken timely but such order has not been stayed and the Diocese and the Insurer Entities have mutually agreed in writing that the order from which such appeal or review is taken should be deemed to be a Final Order within the meaning of this Agreement.

1.1.16 “Fireman’s Fund Entities” means Fireman’s Fund Insurance Company and Fireman’s Fund Indemnity Company.

1.1.17 “Fireman’s Fund Parties” means the Fireman’s Fund Entities and each of their past, present and future parents, subsidiaries, affiliates, and divisions, each of their respective past, present, present and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions and acquired companies, each of their respective past, present and future, directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and claims handling administrators, and each of their respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through or in concert with them.

1.1.18 “Fireman’s Fund Policies” means any and all known and unknown binders, certificates, or policies of insurance issued or allegedly issued by any of the Fireman’s Fund Parties to the Diocese Parties, including those policies identified in Exhibit 4 to this Agreement.

1.1.19 “Future Tort Claim” means a Tort Claim for which no proof of claim is filed or deemed filed on or before the Claims Bar Date or for which a proof of claim is filed after the Claims Bar Date if the Person asserting the Tort Claim (a) is under eighteen years of age on the Claims Bar Date; (b) neither discovered nor reasonably should have discovered before the Claims Bar Date that his or her injury was caused by an act of childhood abuse; or (c) has a Tort Claim that was barred by the applicable statute of limitations as of the Claims Bar Date but is no longer barred by the applicable statute of limitations for any reason, including for example the passage of legislation that revives such previously time-barred Tort Claims.

1.1.20 “Insurer Entities” means American Home, Catholic Mutual, the Fireman’s Fund Entities, MIGA, the OneBeacon Entities, and the Travelers Entities.

1.1.21 “Insurer Parties” means the American Home Parties, the Catholic Mutual Parties, the Fireman’s Fund Parties, the MIGA Parties, the OneBeacon Parties and the Travelers Parties.

1.1.22 “Interests” means all liens, Claims, encumbrances, interests, and other rights of any nature, whether at law or in equity, including any rights of contribution, indemnity, defense, subrogation, or similar relief.

1.1.23 “MIGA” means the Montana Insurance Guaranty Association, as the limited statutory successor in interest to Reliance Insurance Company, in liquidation, under and subject to all limitations and restrictions imposed by the Montana Insurance Guaranty Act, MCA §33-10-101, *et seq.*

1.1.24 “MIGA Parties” means MIGA, Reliance Insurance Company (“Reliance”), and Reliance’s statutory liquidator (the “Liquidator”) and each of their past, present, present and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions and acquired companies, each of their respective past, present and future, directors, officers, shareholders, members, employees, subrogees,

partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and claims handling administrators, and each of their respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through or in concert with them, including Western Guaranty Fund Services.

1.1.25 “MIGA Policies” means any and all known and unknown binders, certificates, or policies of insurance issued or allegedly issued by any of the MIGA Parties and/or Reliance, or Standard Accident Insurance Company, or any of their respective parents, subsidiaries, affiliates, related companies, predecessors or successors to the Diocese Parties, including those policies identified in Exhibit 5 to this Agreement.

1.1.26 “OneBeacon Entities” means OneBeacon Insurance Company, Resolute Management, Incorporated, Commercial Union Insurance Companies, and American Employers’ Insurance Company.

1.1.27 “OneBeacon Parties” means the OneBeacon Entities and each of their past, present and future parents, subsidiaries, affiliates, and divisions, each of their respective past, present, present and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions and acquired companies, each of their respective past, present and future, directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and claims handling administrators, and each of their respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through or in concert with them.

1.1.28 “OneBeacon Policies” means any and all known and unknown binders, certificates, or policies of insurance issued or allegedly issued by any of the OneBeacon Parties to the Diocese Parties, including but not limited to those policies identified in Exhibit 6 to this Agreement.

1.1.29 “Parties” means the Diocese Parties and the Insurer Entities, and “Party” refers to them individually.

1.1.30 “Person” means an individual or entity, including any corporation, corporation sole, partnership, association, limited liability company, proprietorship, joint venture, trust, executor, legal representative, or any other entity or organization, as well as any federal, international, foreign, state, or local governmental or quasi-governmental entity, body, or political subdivision or any agency or instrumentality thereof.

1.1.31 “Policies” means the American Home Policies, the Catholic Mutual Policies, the Fireman’s Fund Policies, the MIGA Policies, the OneBeacon Policies and the Travelers Policies.

1.1.32 “Related Insurance Claim” means (i) any Claim by any Person against any of the Insurer Parties for defense, indemnity, contribution, subrogation, or similar relief that, directly or indirectly, arises from, relates to, or is in connection with a Tort Claim; and (ii) any Extra Contractual Claim that, directly or indirectly, arises out of, relates to, or is in connection with any Tort Claim, including any Claim that, directly or indirectly,

arises out of, relates to or is in connection with any of the Insurer Parties' handling of any Tort Claim.

1.1.33 "Settlement Amounts" means the American Home Settlement Amount (as defined in Section 3.2 below), the Catholic Mutual Settlement Amount (as defined in Section 3.3. below), the Fireman's Fund Settlement Amount (as defined in Section 3.4 below), the MIGA Settlement Amount (as defined in Section 3.5 below), the OneBeacon Settlement Amount (as defined in Section 3.6 below) and the Travelers Settlement Amount (as defined in Section 3.7 below).

1.1.34 "Tort Claim" means any Claim against any of the Diocese Parties resulting or arising, in whole or in part, directly or indirectly, from any actual or alleged sexual conduct or misconduct, sexual abuse or molestation, indecent assault and/or battery, rape, lascivious behavior, undue familiarity, pedophilia, ephebophilia, or sexually-related physical, psychological, or emotional harm, or contacts or interactions of a sexual nature between a child and an adult, or a nonconsenting adult and another adult, assault, battery, corporal punishment, or other act of physical, psychological, or emotional abuse, humiliation, or intimidation or any other misconduct and seeking monetary damages or any other relief, under any theory of liability, including vicarious liability, any negligence-based theory, contribution, indemnity, or any other theory based on any acts or failures to act by the Diocese Parties or any other Person who any of the Diocese Parties are allegedly responsible for, including any such Claim asserted against any of the Diocese Parties in connection with the Reorganization Case, and any Claim of any Person whose Interests are, have been, or may be represented by the FCR.

1.1.35 "Tort Claimant" means any Person, including any Person whose Interests are, have been, or may be represented by the FCR, asserting a Tort Claim.

1.1.36 "Travelers Entities" means Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company), United States Fidelity and Guaranty Company, Standard Fire Insurance Company, St. Paul Mercury Insurance Company, and St. Paul Fire and Marine Insurance Company.

1.1.37 "Travelers Parties" means the Travelers Entities, each of their past, present and future parents, subsidiaries, affiliates, and divisions, each of their respective past, present, present and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions and acquired companies, each of their respective past, present and future, directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and claims handling administrators, and each of their respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through or in concert with them.

1.1.38 "Travelers Policies" means any and all known and unknown binders, certificates, or policies of insurance issued or allegedly issued by any of the Travelers Parties to the Diocese Parties, including those policies identified in Exhibit 7 to this Agreement.

2. THE REORGANIZATION CASE AND PLAN FOR REORGANIZATION

2.1 Not later than five (5) days after the Effective Date, the Diocese shall file a motion (the "Approval Motion") that seeks the entry of an order in substantially the form attached as Exhibit 8 to this Agreement, with only such modifications as are acceptable to the Insurer Entities and the Diocese, entered by the Bankruptcy Court under sections 363 and 105 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004 and 9019 and/or under such other provisions as the Bankruptcy Court may order, assuming and approving this Agreement and authorizing the Parties to undertake the settlement and the transactions contemplated by this Agreement (the "Approval Order").

2.1.1 The Diocese shall provide written notice of the Approval Motion to all Tort Claimants to the extent they are known by the Diocese, counsel, if any, for the Official Committee of Unsecured Creditors appointed by the United States Trustee in the Reorganization Case, as such committee may be reconstituted from time to time (the "Committee"), the FCR, all Persons who have filed notices of appearance in the Reorganization Case, all Persons known to have provided general or professional liability insurance to the Diocese Parties and the Province. The Diocese shall serve all claimants identified above at the address shown on their proofs of claim or to their counsel of record or, if no proof of claim was filed, then at the address on the Diocese's schedules. The Diocese shall also serve the attorney for each Tort Claimant. The Diocese shall serve known Tort Claimants even if not scheduled or the subject of a proof of claim, to the extent known to the Diocese. The Diocese shall also serve any and all co-defendants and their counsel (to the extent of record) in any pre-petition litigation brought by Tort Claimants at the last address shown on any filed appearance or, if such co-defendant is proceeding *pro se*, then to the last address of record for such *pro se* co-defendant. The Diocese shall also cause a notice of intent to seek entry of the Approval Order to be published twice in the *USA Today (National Publication)*, *Montana Standard*, *Indian Country Today* magazine, *Blaine County Journal*, *Glacier Reporter*, *Independent Record*, *Billings Gazette*, *Bozeman Daily Chronicle*, *Daily Interlake*, *Missoulian*, *Havre Daily News*, *Charkoosta News*, *Spokesman Review*, *Great Falls Tribune*, *Philipsburg Mail*, *Cut Bank Pioneer Press*, and *Butte Weekly* in a form and at a time agreed to by the Parties or as ordered by the Bankruptcy Court.

2.2 Within five (5) days of the Effective Date, the Diocese shall also file a motion (the "Procedures Motion") that seeks the entry of an order in substantially the form attached as Exhibit 9 to this Agreement, with only such modifications as are acceptable to the Insurer Entities, the Diocese, and the Committee, approving the Procedures Motion and the procedures proposed therein for notice, service, and publication of the Approval Motion (the "Procedures Order").

2.3 The Diocese has filed a motion for the appointment of the FCR (the “FCR Motion”) and the Bankruptcy Court granted that motion in an Order dated April 9, 2014 (the “FCR Order”).

2.4 If any Person files an objection to the Procedures Motion and/or Approval Motion, the Diocese shall file a written response, in a form acceptable to the Insurer Entities, and shall take all reasonable steps to defend against any appeal, petition, motion, or other challenge to the Bankruptcy Court’s entry of the Procedures Order and Approval Order. The Insurer Entities will cooperate with the Diocese, including making all appropriate submissions.

2.5 Not later than forty-five (45) days after entry of the Approval Order, the Diocese shall file a plan of reorganization (the “Plan”), including all exhibits, schedules and related documents, which shall be in all respects consistent with this Agreement and shall not deprive the Insurer Parties of any right or benefit under this Agreement or otherwise adversely affect the Interests of the Insurer Parties under this Agreement.

2.5.1 The Plan shall include an injunction (the “Channeling Injunction”) in substantially the form attached as Exhibit 10 to this Agreement, with only such modifications as are acceptable to the Insurer Entities, the Diocese and the Committee, pursuant to section 105 of the Bankruptcy Code, barring and permanently enjoining all Persons who have held or asserted, or may in the future hold or assert Claims from taking any action, directly or indirectly for purposes of asserting, enforcing or attempting to assert or enforce any Channeled Claim and channeling such Channeled Claims to a trust or trusts established pursuant to the Plan (“Trust”), to which all Channeled Claims are channeled as the sole and exclusive source of payment of any such Channeled Claims.

2.5.2 The Plan shall also include an injunction (the “Supplemental Injunction”) in substantially the form attached as Exhibit 11 to this Agreement, with only such modifications as are acceptable to the Insurer Entities, the Diocese and the Committee, pursuant to sections 105(a) and 363 of the Bankruptcy Code.

2.5.3 The Plan shall provide that this Agreement is binding on the Trust and that, before the Person appointed by the Bankruptcy Court to serve as the trustee of the Trust (the “Trustee”) disburses any of the Settlement Amounts to any Tort Claimant, the Trustee shall determine whether any payment (“Conditional Payment”) made pursuant to Section 1395y(b)(2)(B) of the Medicare Secondary Payer Act, codified at 42 U.S.C. § 1395y, and the regulations promulgated thereunder, found at 42 C.F.R. § 411.1 *et seq.* (“MSPA”), has been made to or on behalf of any Tort Claimant. If any Conditional Payment has been made to or on behalf of any Tort Claimant, the Trustee shall, within the respective time period called for by the MSPA, (i) reimburse the appropriate Medicare Trust Fund for the appropriate amount, and (ii) submit the required

information for any Tort Claimant to the appropriate agency of the United States government. To assist the Trustee, the Plan shall provide as follows:

2.5.3.1 Before the Trustee pays any Tort Claimant, that claimant must provide a third-party vendor, which vendor has been approved by the Committee or the Trustee ("Approved Vendor") or, if no Approved Vendor has been retained by or on behalf of a Tort Claimant, the Trustee, with his or her name, date of birth, Social Security Number or Health Insurance Claim Number (collectively, the "Personal Information"), a signed Social Security Release Form or a Medicare Release form, or both, when requested by the Approved Vendor or the Trustee, as the case may be, and any other information or documents reasonably required to comply with Sections 2.5.3.2, 2.5.3.3, and 2.5.3.4 below.

2.5.3.2 Each Tort Claimant who claims that he or she is eligible to receive, is receiving, or has received Medicare benefits (a "Medicare Beneficiary") expressly authorizes the Approved Vendor or the Trustee, as the case may be, to use the Personal Information to submit a query to the Social Security Administration to verify whether he or she is a Medicare Beneficiary. Before the Trustee will pay any Tort Claimant who claims that he or she is not a Medicare Beneficiary, the Tort Claimant will provide a letter from an Approved Vendor supported by documentation from the Social Security Administration, received within ninety (90) days prior to the Trustee making such payment or, if no Approved Vendor has been retained by or on behalf of a Tort Claimant, documentation from the Social Security Administration received within ninety (90) days prior to the Trustee making such payment, confirming that the Tort Claimant is not a Medicare Beneficiary. In the absence of such a confirming letter or documentation, each Tort Claimant will be presumed to be a Medicare Beneficiary.

2.5.3.3 Each Medicare Beneficiary expressly authorizes the Approved Vendor or the Trustee, as the case may be, to use the Personal Information to submit a query to the Centers for Medicare and Medicaid Services ("CMS"), the CMS Coordination of Benefits Contractor ("COBC"), and/or the Medicare Secondary Payer Recovery Contractor ("MSPRC") to determine the amount of each and every Conditional Payment, if any, subject to reimbursement by a "primary plan," as the phrase is defined in Section 1395y(b)(2) of the MSPA. Before the Trustee will pay any Medicare Beneficiary, such Medicare Beneficiary must provide the Trustee with a letter from the MSPRC ("MSPRC Letter") received within ninety (90) days prior to the Trustee making such payment: (a) setting forth the Conditional Payment estimate made to or on behalf of the Medicare Beneficiary that is subject to reimbursement by a "primary plan," as the phrase is defined in Section 1395y(b)(2) of the MSPA; or (b) stating that no such Conditional Payment has been made to or on behalf of the Medicare

Beneficiary. If the MSPRC Letter sets forth a Conditional Payment estimate, no payment shall be made to such Medicare Beneficiary before the Trustee sets aside a reserve for the full amount of the Conditional Payment estimate, or pays a negotiated amount agreed to by the MSPRC and the Medicare Beneficiary. If the Trustee sets aside a reserve for the full amount of the Conditional Payment estimate, that reserved amount shall be withheld from the payment to the Medicare Beneficiary until the Conditional Payment estimate has been paid in full or a negotiated amount that has been agreed to by the MSPRC and the Medicare Beneficiary has been paid.

2.5.3.4 The failure by one or more Medicare Beneficiaries or other Tort Claimants to comply with these provisions shall not delay or impair the payment by the Trustee to any other Medicare Beneficiary or other Tort Claimant complying with these provisions.

2.5.3.5 If the Tort Claimant is the estate of a Tort Claimant, then the letters or documentation required pursuant to Section 2.5.3.2 and 2.5.3.3 need not be received by the Trustee within ninety (90) days of the date of payment by the Trustee to such claimant, provided that the date of death of the Tort Claimant is at least ninety (90) days prior to the date of such letters or documentation.

2.5.3.6 Notwithstanding any of the above, a Tort Claimant can elect to provide the Trustee with the documentation from the Social Security Administration required pursuant to Section 2.5.3.2, or a Medicare Beneficiary can elect to provide the Trustee with the letter from MSPRC required pursuant to Section 2.5.3.3, without retaining an Approved Vendor and without providing an Approved Vendor or the Trustee with his or her Personal Information, except to the extent that such information is disclosed in such documentation or letter.

2.5.3.7 No Tort Claimant shall receive any payment from a Trust unless and until the Tort Claimant has executed a written release of any and all past, present, and future Claims, whether actual or alleged, known or unknown, accrued or not accrued, suspected or unsuspected, against any of the Diocese Parties, the Insurer Parties, any Person insured by any of the Insurer Parties, and any of the Insurer Parties' reinsurers or retrocessionaires that, directly or indirectly, arise out of, relate to, or are in connection with the Tort Claims, the injuries or damages alleged by the Tort Claimants, or the Policies; provided, however, that nothing in this Section 2.5.3.7 shall require any Tort Claimant to release any Claims against the Province. The Trust shall be obligated to provide copies of the Tort Claimants' releases to any of the Insurer Entities that request them.

2.5.3.8 The Plan shall provide an award for damages, injunctive relief, attorneys' fees, costs, and expenses in favor of the Insurer Parties against the Trust in the event of a violation or breach of Sections 2.5.3 and 2.5.3.1 through 2.5.3.7 of this Agreement.

2.6 In the Reorganization Case, the Diocese shall seek and obtain entry of an order in form and substance acceptable to the Insurer Entities that: (i) approves the Plan pursuant to section 1129 of the Bankruptcy Code and any other applicable provision of the Bankruptcy Code; (ii) contains the Channeling Injunction; (iii) contains the Supplemental Injunction; (iv) provides that this Agreement is binding on the Trust, the reorganized Diocese, and any successors of the Trust or reorganized Diocese; and (v) provides all protections to the Insurer Parties against Tort Claims that are afforded to settling insurers under the Plan (the "Plan Confirmation Order").

2.6.1 The Plan Confirmation Order must be in all respects consistent with this Agreement and contain no provisions that diminish or impair the benefit of this Agreement to the Insurer Parties.

2.6.2 In seeking to obtain the Plan Confirmation Order, the Diocese must: (i) seek a confirmation hearing on an appropriately timely basis; (ii) urge the Bankruptcy Court to overrule any objections and confirm the Plan; and (iii) take all reasonable steps to defend against any appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Plan Confirmation Order.

2.6.3 The form and manner of notice of the hearing to confirm the Plan and the form and manner of notice of the hearing as to the adequacy of the disclosure statement pertaining thereto are subject to advance approval by the Insurer Entities, which approval cannot be unreasonably withheld.

2.6.4 Prior to entry of the Plan Confirmation Order, the Diocese shall oppose any motion to lift any stay pursuant to section 362 of the Bankruptcy Code as to any Tort Claim. If the Bankruptcy Court lifts the stay as to any Tort Claim prior to the Plan Confirmation Order, the Diocese shall defend itself against that Tort Claim and comply with the terms of the stay relief order. If the Diocese fails to defend that Tort Claim, then the Insurer Entities shall have the right, but not the duty, to defend and/or indemnify the Diocese against that Tort Claim and any costs incurred by the Insurer Entities in defending and/or indemnifying the Diocese shall be deducted from the amount that the Insurer Entities are required to pay pursuant to Sections 3.2 through 3.7, respectively, of this Agreement. In such event, the Diocese will cooperate with the Insurer Entities in the defense and/or indemnification of such Tort Claim.

2.7 Subject to the provisions of Sections 2.5.1 through 2.5.3 and 2.5.3.1 through 2.5.3.8, the Diocese agrees that the Trust and the Plan shall provide that the assets in the Trust shall

be used solely for payment of indemnity and expenses relating to reimbursing the United States government for reimbursement obligations for Conditional Payments made pursuant to the MSPA applicable to any given Medicare Beneficiary and, after satisfaction thereof, to such Medicare Beneficiaries and Tort Claimants. Except for the payment of the Settlement Amounts, none of the Insurer Parties shall be obligated to make any other payments, including any payments to the Trust.

2.8 The Diocese Parties will undertake all reasonable actions and cooperate with the Insurer Entities that have made their respective payments pursuant to Sections 3.2 through 3.7, as applicable, in connection with their reinsurers, including responding to reasonable requests for information and meeting with representatives of reinsurers as set forth below.

2.8.1 Insurer Entities shall have the right (upon reasonable notice and in a manner convenient to the Diocese Parties or the Trust, as applicable) to review and obtain from the Diocese Parties or the Trust relevant files, information and documents (a) concerning Claims subject to payment or potential payment with the Settlement Amounts, and (b) required of or necessary to the Insurer Entities in connection with any Claims for reinsurance for the Settlement Amounts or in connection with this Agreement. The Insurer Entities will accept the documents in the form provided to the Diocese Parties or the Trust (*e.g.*, electronic, paper, *etc.*) or in the form easiest for the Diocese Parties or the Trust to provide. Neither the Diocese Parties nor the Trust shall be required to modify or change the form or format of any such information. The Insurer Entities shall pay reasonable copying charges of documents obtained under this Section.

2.8.2 For the avoidance of doubt, the relevant files, information and documents referenced in Section 2.8.1 shall include:

- (a) Information from any database maintained by the Trust, any information that the Trust collects pursuant to any trust distribution procedures, and any information included on any claim form used by the Trust with respect to Channeled Claims, and,
- (b) For each Channeled Claim that has been resolved by settlement, judgment, disallowance or otherwise:
 - (i) the claimant's name;
 - (ii) a claim number, if the Trust uses such a number to identify Claims;
 - (iii) dates of alleged abuse;
 - (iv) the age of the claimant at the time of the alleged abuse; and

(v) the amount paid to the claimant.

2.8.3 As of the first day on which the Bankruptcy Orders are Final Orders, the Diocese Parties and the Trust, once established, shall reasonably cooperate in obtaining and providing the files, information and documents referred to in Sections 2.8.1 and 2.8.2 at the Insurer Entities' reasonable request and expense (provided that the Insurer Entities shall have no obligation to pay, other than reasonable copying costs, any internal costs of the Trust, including costs associated with time or expenses of the Trust's employees). For the avoidance of doubt, and without limitation of the foregoing, the Trust shall undertake all reasonable actions to cooperate with the Insurer Entities in connection with their reinsurers, including (upon reasonable notice, at the Insurer Entities' expense—except with respect to internal costs of the Trust, including costs associated with time and expense of the Trust's employees—and in a manner convenient to the Trust) responding to reasonable requests for information and meeting with representatives of reinsurers. Such cooperation shall include providing the Insurer Entities' representatives access to all files relating to Channeled Claims, including all medical, claim status, and payment records contained in such files. For the avoidance of doubt, Sections 2.8 and 2.8.1 through 2.8.7, and any results of such a review:

- (a) shall not affect the Insurer Entities' payment obligations under this Agreement;
- (b) shall not obligate the Trust to collect any information from any claimant that it is not otherwise obligated to collect;
- (c) shall not give the Insurer Entities any right to challenge the allowance or payment of any Claim by the Trust; and
- (d) shall not require the Trust to make any representations or warranties regarding the accuracy of any information contained in or derived from a proof of claim in the Reorganization Case.

2.8.4 The Insurer Entities shall not provide any "Report" (as defined in Section 2.8.6), results, files, information, or documents obtained by the Insurer Entities pursuant to Sections 2.8 and 2.8.1 through 2.8.7 ("Materials") to any other Person and shall keep the Materials confidential, except that the Insurer Entities may:

(a) Provide the Materials to their representatives and/or claims administrators or, in MIGA's case, to the Liquidator, and make any necessary disclosures to attorneys, accountants, auditors, actuaries, employees and such other representatives that may need to be apprised of it and to any governmental entity such as a rating agency requesting such information;

(b) Provide the Materials to their reinsurers and use the Materials in any proceeding or process to obtain reinsurance with respect to the Settlement Amounts or this Agreement or in connection with its compliance with applicable laws or regulations; and

(c) Respond to any order of any court compelling the production of such Materials, after providing reasonable notice to the Diocese Parties or, if established, the Trust that such Materials are being requested in any legal proceeding and before the entry of such an order.

2.8.5 The Insurer Entities shall exercise reasonable care to maintain the confidentiality of the Materials, including obtaining a confidentiality pledge from any third-party with which they share the Materials pursuant to Section 2.8.4(b) and seeking a protective order in any proceeding in which they use the Materials, but the Insurer Entities' right to disclose any portion of the Materials per Section 2.8.4(a) - (c) shall not be affected if the Insurer Entities' reasonable efforts do not result in a confidentiality pledge being given or a confidentiality order being entered. If the Insurer Entities are unable to obtain confidentiality pledges that are substantively the same as the Confidentiality Protocols in the "Order Establishing Deadlines For Filing Proofs Of Claims; Approving Proof Of Claim Forms; Providing For Sealing Of Schedules And Pleadings And For Confidentiality Protocols; And Approving Form And Manner Of Notice)", entered as Docket No. 248 in the Reorganization Case or a protective order embodying said Confidentiality Protocols, the Insurer Entities may provide the Materials to the Persons described in para. 2.8.4(a) and (b) provided that the Materials are redacted for any information that can be used to personally identify the Tort Claimant.

2.8.6 At a Trust's sole discretion, the Trust may satisfy its obligations under Section 2.8 by providing the Insurer Entities with a report ("Report") concerning Claims activity with respect to the time period that is the subject of their requests for relevant files, information and documents. If a Trust is required to collect under the Plan or any trust distribution procedures, or in fact collects the following information, such Reports shall include:

(a) With respect to the Trust, the number of total Claims filed, pending, settled, dismissed or that went to judgment, the total indemnity paid, and total expense paid; and

(b) With respect to each Claim resolved during the relevant period:

(i) the claimant's name and Social Security number;

(ii) the claim number, if any;

- (iv) status (open or closed);
- (v) the date of first abuse as set forth in the complaint or as reflected by information reasonably available to the Diocese or a Trust (as applicable);
- (vi) the age of the claimant at the time of first alleged abuse;
- (vii) the name of the abuse perpetrator for which the Diocese is alleged to be responsible;
- (viii) date of death, if applicable; and
- (ix) the amount of indemnity paid.

2.8.7 If a Trust exercises its discretion to provide Reports to the Insurer Entities pursuant to Section 2.8.6, the Trust shall still be obligated, at the request of the Insurer Entities (upon reasonable notice, at the Insurer Entities' sole expense, and in a manner convenient to the Trust) to make available to the Insurer Entities files, information and documents described in Sections 2.8.1 through 2.8.7 relating to Claims that are the subject of the Report.

2.8.8 Nothing in Sections 2.8.1 through 2.8.7 requires the Trust to disclose any privileged information.

2.9 The Parties shall cease all litigation activities against each other in the Coverage Suits; provided, however, that each Party may take whatever steps that, in its sole judgment, are necessary to defend its interests as long as it remains a party in the Coverage Suits.

2.10 The Diocese shall use its best efforts to obtain the dismissal of other Claims, if any, against the Insurer Entities by any other insurer in the Coverage Suits.

2.11 The Parties covenant not to sue each other until (a) the Bankruptcy Orders become Final Orders, at which time this covenant is superseded by the releases provided in Section 4, or (b) the date on which this Agreement is terminated. As of the Effective Date, the Diocese Parties:

- 2.11.1 will withdraw all outstanding tenders of Claims to the Insurer Entities for defense and indemnity;
- 2.11.2 will not tender any Claims to the Insurer Parties; and
- 2.11.3 will not request the Insurer Entities to fund any judgments, settlements, or defense costs.

2.12 The Insurer Parties shall have no obligation to pay, handle, object, or otherwise respond to any Claim, unless this Agreement is terminated.

3. PAYMENT OF THE SETTLEMENT AMOUNTS AND DISMISSAL OF COVERAGE SUITS

3.1 Conditions Precedent. The Insurer Entities' obligations to pay the Settlement Amounts are conditioned on the Diocese obtaining the Procedures Order, the FCR Order, the Approval Order, and the Plan Confirmation Order (the "Bankruptcy Orders") and all of the Bankruptcy Orders becoming Final Orders.

3.2 In full and final settlement of all responsibilities under and arising out of the American Home Policies, and in consideration of the sale of the American Home Policies to American Home free and clear of all Interests of any Person, American Home shall pay to a Trust the sum of Four Hundred Eighty Seven Thousand Five Hundred Dollars (\$487,500) (the "American Home Settlement Amount") within ten (10) days after American Home receives written notice from the Trustee that the Bankruptcy Orders are Final Orders and directions as to transmission of the payment.

3.3 In full and final settlement of all responsibilities under and arising out of the Catholic Mutual Policies, and in consideration of the sale of the Catholic Mutual Policies to Catholic Mutual free and clear of all Interests of any Person, Catholic Mutual shall pay to a Trust the sum of Three Million Eight Hundred Thousand Dollars (\$3,800,000) (the "Catholic Mutual Settlement Amount") within ten (10) days after Catholic Mutual receives written notice from the Trustee that the Bankruptcy Orders are Final Orders and directions as to transmission of the payment.

3.4 In full and final settlement of all responsibilities under and arising out of the Fireman's Fund Policies, and in consideration of the sale of the Fireman's Fund Policies to the Fireman's Fund Entities free and clear of all Interests of any Person, Fireman's Fund shall pay to a Trust the sum of Four Million Dollars (\$4,000,000) (the "Fireman's Fund Settlement Amount") within ten (10) days after the Fireman's Fund Entities receive written notice from the Trustee that the Bankruptcy Orders are Final Orders and directions as to transmission of the payment.

3.5 In full and final settlement of all responsibilities under and arising out of the MIGA Policies, and in consideration of the sale of the MIGA Policies to the MIGA Parties free and clear of all Interests of any Person, MIGA shall pay to a Trust the sum of Five Hundred Thousand Dollars (\$500,000) (the "MIGA Settlement Amount") within ten (10) days after MIGA receives written notice from the Trustee that the Bankruptcy Orders are Final Orders and directions as to transmission of the payment.

3.6 In full and final settlement of all responsibilities under and arising out of the OneBeacon Policies, and in consideration of the sale of the OneBeacon Policies to OneBeacon free and clear of all Interests of any Person, OneBeacon shall pay to a Trust the sum of One Hundred Fourteen Thousand Dollars (\$114,000) (the "OneBeacon Settlement Amount") within ten (10) days after OneBeacon receives notice from the Trustee that the Bankruptcy Orders are Final Orders and directions as to the transmission of the payment.

3.7 In full and final settlement of all responsibilities under and arising out of the Travelers Policies, and in consideration of the sale of the Travelers Policies to the Travelers Entities free and clear of all Interests of any Person, the Travelers Entities shall pay to a Trust the

sum of Two Million Dollars (\$2,000,000) (the “Travelers Settlement Amount”) within ten (10) days after the Travelers Entities receive written notice from the Trustee that the Bankruptcy Orders are Final Orders and directions as to transmission of the payment.

3.8 The Parties agree that (i) the Settlement Amounts set forth in Sections 3.2 through 3.7 are the total amounts the Insurer Parties, respectively, are obligated to pay on account of any and all Claims under, arising out of, relating to, or in connection with the Policies (including Channeled Claims, any reimbursement obligations for Conditional Payments under the MSPA, and any Extra-Contractual Claims); (ii) under no circumstance will the Insurer Parties ever be obligated to make any additional payments to or on behalf of anyone in connection with the Policies, including any payments in connection with amounts allegedly owed under the MSPA or in connection with any Claims, including any Channeled Claims and any Extra Contractual Claims; (iii) under no circumstance will the Insurer Parties ever be obligated to make any additional payments to or on behalf of the Diocese Parties or any Tort Claimants in connection with any policies of insurance issued by the Insurer Parties with respect to any Claims that, directly or indirectly, arise out of, relate to, or are in connection with any Tort Claims, including any Channeled Claims and any Extra Contractual Claims; (iv) all limits of liability of the Policies, regardless of how the Policies identify or describe those limits, including all per person, per occurrence, per claim, “each professional incident,” and aggregate limits, shall be deemed fully and properly exhausted; and (v) the Insurers Parties’ obligations to pay the Settlement Amounts are several and not joint. The Parties further agree that the Settlement Amounts set forth in Sections 3.2 through 3.7 are, respectively, the full purchase prices of the Policies, respectively.

3.8.1 The Parties agree and jointly represent that (i) the consideration to be provided by the Insurer Parties pursuant to this Agreement (including the Settlement Amounts) constitute fair and reasonable exchanges for the consideration granted to the Insurer Parties in this Agreement (including the releases set forth below), and (ii) the consideration to be provided by the Diocese Parties to the Insurer Parties pursuant to this Agreement (including the releases set forth below) constitutes a fair and reasonable exchange for the consideration granted to the Diocese Parties in this Agreement (including the Settlement Amounts). The Insurer Entities are not acting as volunteers in paying the Settlement Amounts, and the Insurer Entities’ payment of the Settlement Amounts reflect potential liabilities and obligations to the Diocese of amounts the Insurer Parties allegedly are obligated to pay on account of any and all Claims.

3.9 Within ten (10) days after the Insurer Entities pay the Settlement Amounts, the Diocese and the Travelers Entities shall sign and file any necessary papers to have dismissed the appeal pending in *Travelers Casualty and Surety Company, et al. v. Roman Catholic Bishop of Helena*, Case No. 13-35299, and the Diocese shall file a stipulation in *Whalen, et al. v. Catholic Mutual Relief Society of Am., et al.*, Cause No. BDV-2012-976, that is signed by all Parties that are parties to that action that dismisses with prejudice any and all claims asserted by any of the Parties against any of the other Parties.

4. RELEASES AND SALE FREE AND CLEAR

4.1 Upon payment by the Insurer Entities of their respective Settlements Amounts pursuant to Sections 3.2 through 3.7, the Diocese Parties hereby fully, finally, and completely remise, release, acquit, and forever discharge the corresponding Insurer Parties and any of their

reinsurers or retrocessionaires from any and all past, present, and future Claims, including any Claims that, directly or indirectly, arise out of, relate to, or are in connection with the Tort Claims, the Policies, or any other binder, certificate, or policy of insurance issued by the Insurer Parties, including any Channeled Claims, Extra-Contractual Claims, reimbursement obligations for Conditional Payments under the MSPA, and all Claims that, directly or indirectly, arise from, relate to, or are in connection with the Reorganization Case. This release specifically includes all future Claims that are based in whole or in part on the Tort Claims, the Policies, or any other binder, certificate, or policy of insurance issued by the Insurer Parties.

4.2 Upon payment by the Insurer Entities of their respective Settlements Amounts pursuant to Sections 3.2 through 3.7, the Insurer Entities hereby fully, finally, and completely remise, release, acquit, and forever discharge the Diocese Parties from any and all past, present, and future Claims, including any Claims that, directly or indirectly, arise out of, relate to, or are in connection with the Tort Claims, the Policies, or any other binder, certificate, or policy of insurance issued by the Insurer Entities, including any Channeled Claims, Extra-Contractual Claims, reimbursement obligations for Conditional Payments under the MSPA, and all Claims that, directly or indirectly, arise from, relate to, or are in connection with the Reorganization Case. This release specifically includes all future Claims that are based in whole or in part on the Tort Claims, the Policies, or any other binder, certificate, or policy of insurance issued by the Insurer Entities.

4.3 Subject to Section 4.10 below, upon payment by the Insurer Entities of their respective Settlements Amounts pursuant to Sections 3.2 through 3.7, the Insurer Entities hereby fully, finally, and completely remise, release, acquit, and forever discharge each other and the other Insurer Parties from any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are in connection with the Diocese, Tort Claims, or the Policies, including any Channeled Claims, Extra-Contractual Claims, reimbursement obligations for Conditional Payments under the MSPA, and all Claims that, directly or indirectly, arise from, relate to, or are in connection with the Reorganization Case. This release specifically includes all future Claims that are based in whole or in part on Tort Claims or the Policies.

4.4 From and after the first day on which the Bankruptcy Orders are Final Orders, none of the Diocese Parties shall assert against any of the Insurer Parties any Claim with respect to any matter, conduct, transaction, occurrence, fact, or other circumstance that, directly or indirectly, arises out of, relates to, or is in connection with any of the Policies, any other binder, certificate, or policy of insurance issued by any of the Insurer Parties, any Channeled Claim, any Extra Contractual Claim, and/or any other matter released pursuant to Section 4.1 above.

4.5 As set forth in the Approval Order, the Insurer Entities hereby buy back the Policies free and clear of all Interests of all Persons (as set forth in the Approval Order), including all Interests of the Diocese Parties, any other Person claiming coverage by, through, or on behalf of any of the Diocese Parties, any other insurer, and any Tort Claimant. This sale is pursuant to sections 363(b) and 363(f) of the Bankruptcy Code. The Parties acknowledge and agree that (i) the Insurer Entities are good faith purchasers of the Policies within the meaning of section 363(m) of the Bankruptcy Code and (ii) the consideration exchanged constitutes a fair and reasonable settlement of the Parties' disputes and of their respective rights and obligations relating to the Policies and constitutes reasonably equivalent value. As set forth

in the Approval Order, the releases in this Agreement and the policy buyback comply with the Bankruptcy Code and applicable non-bankruptcy laws. As set forth in the Approval Order, upon entry of the Bankruptcy Orders as Final Orders, the Policies shall be terminated and of no further force and effect. The Insurer Entities' payment of the Settlement Amounts constitutes the Insurer Parties' full and complete performance of any and all obligations under the Policies, including any performance owed to the Diocese Parties, and exhausts all limits of liability of the Policies. All Interests the Diocese Parties may have had, may presently have, or in the future may have in the Policies or any other binder, certificate, or policy of insurance issued by the Insurer Parties are released pursuant to the terms of this Agreement. The Diocese Parties accept the Settlement Amounts set forth in Sections 3.2 through 3.7 in full and complete satisfaction of all the Insurer Parties' past, present, and future obligations, including any obligations to any of the Diocese Parties under the Policies or arising therefrom, as to any and all Claims for insurance coverage or policy benefits of any nature whatsoever, whether legal or equitable, known or unknown, suspected or unsuspected, fixed or contingent, and regardless of whether or not such claims arise from, relate to, or are in connection with the Channeled Claims, the Reorganization Case, or otherwise under the Policies.

4.6 If, contrary to the intent of the Parties, any Claims released pursuant to this Section 4 of the Agreement, including any past, present or future Claim for insurance coverage under the Policies or any other Claim by the Diocese Parties against any of the Insurer Parties, are deemed to survive this Agreement, even though they are encompassed by the terms of the releases set forth in this Section 4 of this Agreement, the Parties hereby forever, expressly, and irrevocably waive entitlement to and agree not to assert any and all such Claims.

4.7 The Parties acknowledge that they have been advised by their attorneys concerning, and are familiar with, Montana Code § 28-1-1602, which provides that "a general release does not extend to claims that the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which, if known by the creditor, must have materially affected the creditor's settlement with the debtor." The Parties waive any and all rights under Montana Code § 28-1-1602 and under any other federal or state statute or law of similar effect. The Parties further waive with respect to Claims released in this Section 4 the terms and provisions of any statute, rule, or common law doctrine that either (a) narrowly construes releases purporting by their terms to release Claims in whole or in part relating to such Claims; or (b) restricts or prohibits the releasing of such Claims.

4.8 All of the releases and other benefits provided in this Agreement by the Diocese Parties to the Insurer Parties are at least as favorable as the releases and other benefits that the Diocese has provided to any other one of the Diocese's insurers in the Reorganization Case. If the Diocese enters into any agreement with any other one of its insurers in the Reorganization Case that provides that insurer with releases or other benefits that are more favorable than those contained in this Agreement, then this Agreement shall be deemed to be modified to provide the Insurer Parties with those more favorable releases and/or benefits. The Diocese Parties shall notify the Insurer Parties promptly of the existence of such more favorable releases or benefits.

4.9 Neither the releases set forth in this Section 4 nor any other provisions in this Agreement are intended to apply to or have any effect on the Insurer Parties' right to

reinsurance recoveries under any reinsurance treaties, certificates, or contracts that cover losses arising under or in connection with the Policies or any other binder, certificate, or policy of insurance issued by the Insurer Parties.

4.10 Notwithstanding anything in this Agreement, nothing in this Agreement is intended to or shall be construed to release any Claims that the Insurer Entities have or might have against Reliance or the Liquidator, except to the extent that Reliance and/or the Liquidator fall within the definition of MIGA in Section 1.1.23.

4.11 This Section 4 is not intended to, and shall not be construed to, release, waive, relinquish, or otherwise affect the Parties' rights and obligations under this Agreement.

5. TERMINATION OF AGREEMENT

5.1 The Diocese (subject to Court approval unless the Reorganization Case is dismissed) or any of the Insurer Entities may terminate this Agreement by providing written notice to the other Parties if: (i) the Bankruptcy Court dismisses the Reorganization Case or converts it to a case under Chapter 7 of the Bankruptcy Code prior to all of the Bankruptcy Orders becoming Final Orders; or (ii) one or more of the conditions ("Termination Conditions") identified in Section 5.2 below occurs. Upon termination of this Agreement, the releases provided in Section 4 of this Agreement shall become null and void, and the Parties shall retain all of their rights, defenses, and obligations with respect to the Policies and any other binder, certificate, or policy of insurance issued by the Insurer Parties as if this Agreement never existed.

5.2 Termination Conditions for purposes of Section 5.1 of this Agreement are: (i) the failure of the Diocese, after a good faith effort, to obtain, by January 31, 2015, the Bankruptcy Orders; provided, however, that this date shall be extended by up to one year at the request of either the Diocese or the Insurer Entities and may be extended further by the consent of both the Parties and the Committee, which consent shall not be unreasonably withheld; or (ii) the agreement of the Insurer Entities and the Diocese that the Diocese should seek dismissal of the Reorganization Case.

6. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

6.1 The Parties separately represent and warrant as follows:

6.1.1 To the extent it is a corporation, including a non-profit corporation, or other legal entity, it has the requisite power and authority to enter into this Agreement and to perform the obligations contemplated by this Agreement, subject only to approval of the Bankruptcy Court;

6.1.2 This Agreement has been thoroughly negotiated and analyzed by counsel to the Parties and executed and delivered in good faith, pursuant to arm's length negotiations and for value and valuable consideration.

6.2 The Diocese Parties represent and warrant that they have not and will not assign any Interests in the Policies or any other binder, certificate, or policy of insurance issued by the Insurer Parties.

6.3 The Diocese Parties represent and warrant that they are the owners of the Policies and that no other Person has legal title to the Policies.

6.4 The Diocese Parties represent and warrant that they have not in any way assisted, and shall not in any way assist, any Person in the establishment of any Claim against the Insurer Parties.

6.5 The person(s) executing this Agreement on behalf of the parties in Sections 1.1.11(i), (ii), and (iii) (the "Other Diocese Parties") represents and warrants that he/she has received authority from such Other Diocese Parties, as the case may be, to execute this Agreement on their behalf and to provide the releases identified in Section 4 above on behalf of such Other Diocese Parties. Notwithstanding the foregoing, nothing in the definition of Other Diocese Parties is intended to suggest or should be construed to mean that any Person included in this definition is owned, directed, supervised or controlled by the Diocese.

6.6 The Diocese and the Insurer Entities have completed a reasonable search for evidence of any policy of insurance issued by the Insurer Parties to the Diocese that would afford coverage with respect to any Tort Claim. Other than the policies or alleged policies identified in Exhibits 1, 2, 4, 5, 6, and 7, no such policies have been identified. Notwithstanding the foregoing, nothing in this Agreement, including the Exhibits thereto, shall be construed as or deemed to be an admission or evidence that any binder, certificate, or policy of insurance was in fact issued and/or affords coverage in connection with the Tort Claims.

7. ACTIONS INVOLVING THIRD PARTIES

7.1 For purposes of supporting the releases granted in Section 4 and the extinguishment of any and all rights under the Policies resulting from the purchase and sale thereof contemplated by this Agreement, the Diocese Parties hereby agree as follows:

7.1.1 If any other insurer of the Diocese Parties obtains a judicial determination or binding arbitration award that it is entitled to obtain a sum certain from any of the Insurer Parties as a result of a claim for contribution, subrogation, indemnification, or other similar Claim for any of the Insurer Parties' alleged share or equitable share, or to enforce subrogation rights, if any, with respect to the defense and/or indemnity obligation of any of the Insurer Parties for any Claims or reimbursement obligations for Conditional Payments released or resolved pursuant to this Agreement, the Diocese Party(ies), as applicable, shall voluntarily reduce its judgment or Claim against, or settlement with, such other insurer(s) to the extent necessary to satisfy such contribution, subrogation, indemnification, or other claims against the Insurer Parties. To ensure that such a reduction is accomplished, the Insurer Parties shall be entitled to assert this Section 7 as a defense to any action against them brought by any other insurer for any such portion of the judgment or Claim and shall be entitled to request that the court or appropriate tribunal issue such orders as are necessary to effectuate the reduction to protect the Insurer Parties from any liability for the judgment or Claim. Moreover, if a non-settling insurer asserts that it has a Claim for contribution, indemnity, subrogation, or similar relief against any of the Insurer Parties, such Claim may be asserted as a defense against the Trust (under the Plan contemplated by the Agreement) in any coverage litigation (and the Trust may assert the legal and equitable

rights of the Insurer Parties in response thereto); and to the extent such a Claim is determined to be valid by the court presiding over such action, the liability of such non-settling insurer to the Trust (or Diocese Parties) shall be reduced dollar for dollar by the amount so determined.

7.1.2 The Insurer Entities shall not seek reimbursement for any payments they are obligated to make under this Agreement under theories of contribution, subrogation, indemnification, or similar relief from any other insurer of the Diocese unless that other insurer first seeks contribution, subrogation, indemnification, or similar relief from any of the Insurer Parties. The Diocese shall use its reasonable best efforts to obtain from all insurers with which it settles agreements similar to those contained in this Section 7; provided, however, that the failure of the Diocese, despite its reasonable best efforts, to obtain such an agreement from any insurer with which it settles will not be a basis to terminate this Agreement or excuse the Insurer Entities from performing their respective obligations hereunder, including payment of the Settlement Amounts.

7.2 The Diocese shall defend, indemnify, and hold harmless the Insurer Entities with respect to any and all Claims relating to the Policies, including all Claims made by (i) any Person claiming to be insured (as a named insured, additional insured, or otherwise) under any of the Policies; (ii) any Person who has made, will make, or can make a Claim; and (iii) any Person who has actually or allegedly acquired or been assigned the right to make a Claim under any of the Policies. This indemnification includes Claims made by Persons over whom the Diocese does not have control, including any other Person who asserts Claims against or rights to coverage under any of the Policies. The Diocese's obligations to indemnify the Insurer Entities under this Section 7.2 shall not exceed the Settlement Amounts set forth in Sections 3.2 through 3.7 paid by each of the Insurer Entities, respectively. For example, the Diocese's obligation to indemnify American Home shall not exceed Four Hundred Eighty Seven Thousand Five Hundred Dollars (\$487,500). The Insurers Entities shall have the right to defend any Claims identified in this Section 7.2 and shall do so in good faith. The Insurer Entities may undertake the defense of any Claim upon receipt of such Claim. The Insurer Entities agree to notify the Diocese as soon as practicable of any Claims identified in this Section 7.2 and of their choice of counsel. The Insurer Entities' defense of any Claims shall have no effect on the Diocese's obligations to indemnify the Insurer Entities for such Claims, as set forth in this Section 7.2. The Diocese, subject to the limitations above regarding the maximum amounts the Diocese must pay, shall reimburse all reasonable and necessary attorneys' fees, expenses, costs, and amounts incurred by the Insurer Entities in defending such Claims. In defense of any such Claims, the Insurer Entities may settle or otherwise resolve a Claim without the prior consent of the Diocese. To the extent this Section 7.2 may give rise to pre-Effective Date administrative claims, such claims shall pass through the Plan unimpaired.

7.3 If any Person attempts to prosecute a Channeled Claim against any of the Insurer Parties following the Petition Date, then promptly following notice to do so from the Insurer Party against whom the Claim is asserted, the Diocese will file a motion and supporting papers to obtain an order from the Court, pursuant to Bankruptcy Code §§ 362 and 105(a), protecting the Insurer Party from any such Claims until the Bankruptcy Orders become Final Orders, or, alternatively, this Agreement is terminated under Section 5.

8. MISCELLANEOUS

8.1 If any proceedings are commenced to invalidate or prevent the enforcement or implementation of any of the provisions of this Agreement, the Parties agree to cooperate fully to oppose such proceedings. In the event that any action or proceeding of any type whatsoever is commenced or prosecuted by any Person not a Party to this Agreement to invalidate, interpret, or prevent the validation or enforcement, or carrying out, of all or any of the provisions of this Agreement, the Parties mutually agree, represent, warrant, and covenant to cooperate fully in opposing such action or proceeding.

8.2 The Parties will take such steps and execute any documents as may be reasonably necessary or proper to effectuate the purpose and intent of this Agreement and to preserve its validity and enforceability.

8.3 The Parties shall cooperate with each other in connection with the Procedures Motion, the Approval Motion, the Procedures Order, the Approval Order, the Plan, the Plan Confirmation Order, and the Reorganization Case. Such cooperation shall include consulting with each other upon reasonable request concerning the status of proceedings and providing each other with copies of reasonably requested pleadings, notices, proposed orders, and other documents relating to such proceedings as soon as reasonably practicable prior to any submission thereof to the Bankruptcy Court.

8.4 This Agreement constitutes a single integrated written contract that expresses the entire agreement and understanding between and among the Parties.

8.5 This Agreement may be modified only by a written amendment signed by the Parties, and no waiver of any provision of this Agreement or of a breach thereof shall be effective unless expressed in a writing signed by the waiving Party. The waiver by any Party of any of the provisions of this Agreement or of the breach thereof shall not operate or be construed as a waiver of any other provision or breach.

8.6 By entering into this Agreement, none of the Parties has waived or shall be deemed to have waived any rights, obligations, or positions they have asserted or may in the future assert in connection with any matter outside the scope of this Agreement. No part of this Agreement, its negotiation, or its performance may be used in any manner in any action, suit, or proceeding as evidence of the rights, duties, or obligations of the Parties with respect to matters outside the scope of this Agreement. All actions taken and statements made by the Parties or by their representatives, relating to this Agreement or participation in this Agreement, including its development and implementation, shall be without prejudice or value as precedent and shall not be used as a standard by which other matters may be judged.

8.7 This Agreement represents a compromise of disputed Claims and shall not be deemed an admission or concession of liability, culpability, wrongdoing, or insurance coverage. All related discussions, negotiations, and all prior drafts of this Agreement shall be deemed to fall within the protection afforded to compromises and to offers to compromise by Rule 408 of the Federal Rules of Evidence and any parallel state law provisions. Any evidence of the negotiations or discussions associated with this Agreement shall be inadmissible in any action or proceeding for purposes of establishing any rights, duties, or obligations of the Parties, except that they shall be admissible to the extent they would have otherwise been

admissible, absent this Section 8.7, in (i) an action or proceeding to enforce the terms of this Agreement, including any use as set forth in Section 7.1.1 or (ii) any possible action or proceeding between any of the Insurer Parties and any of their reinsurers. This Agreement shall not be used as evidence or in any other manner, in any court or dispute resolution proceeding, to create, prove, or interpret the Insurer Parties' obligations under any of the Policies or any other binder, certificate, or policy of insurance issued by the Insurer Parties, with respect to any Claims against any of the Insurer Parties.

8.8 None of the Parties shall make any public statements or disclosures (i) regarding each other's rationale or motivation for negotiating or entering into this Agreement, or (ii) asserting or implying in any way that the Parties acted improperly or in violation of any duty or obligation, express or implied, in connection with any matter arising out of, relating to, or in connection with the Policies or any other binder, certificate, or policy of insurance issued by the Insurer Parties, including handling of or involvement in connection with the Tort Claims or the resolution of the Tort Claims.

8.9 Neither this Agreement nor the rights and obligations set forth in this Agreement shall be assigned without the prior written consent of the other Parties; provided, however, that MIGA may assign the MIGA Policies to the Liquidator without the prior written consent of the other Parties.

8.10 The Diocese Parties and the Insurer Entities have received the advice of counsel in the preparation, drafting, and execution of this Agreement, which was negotiated at arm's length.

8.11 Section titles and/or headings contained in this Agreement are included only for ease of reference and shall have no substantive effect.

8.12 All notices, demands, or other communication to be provided pursuant to this Agreement shall be in writing and sent by e-mail and Federal Express or other overnight delivery service, costs prepaid, to the Parties at the addresses set forth below, or to such other person or address as any of them may designate in writing from time to time:

If to the Diocese Parties:

Father John Robertson
Diocese of Helena
P.O. Box 1729
Helena, Montana 59624

and

With a copy to:

Ford Elsaesser
Elsaesser Jarzabek Anderson
ELLIOTT & MACDONALD, CHTD.
P.O. Box 1049
123 South Third Avenue, Suite 24

Sandpoint, Idaho 83864
Fax: (208) 263-0759
Email: ford@ejame.com

and

James R. Murray
DICKSTEIN SHAPIRO LLP
1825 Eye Street NW
Washington, DC 20006-5403
Fax: (202) 420-2201
Email: MurrayJ@dicksteinshapiro.com

If to American Home:

Leslie Swain-Bland
AIG
Senior Analyst
PO Box 2430
Alpharetta, GA 30023-2430
Fax: (856) 537-0534
Email: leslie.swainband@aig.com

With a copy to:

Mark D. Sheridan
Squire Patton Boggs (US) LLP
The Legal Center
One Riverfront Plaza
1037 Raymond Blvd.
Newark, New Jersey 07102
Fax: 1 973 848 5601
Email: Mark.Sheridan@squirepb.com

If to Catholic Mutual:

Michael Lee
Catholic Mutual Group
Corporate/Claims Compliance Director
10843 Old Mill Road
Omaha, NE 68154
Email: mlee@catholicmutual.org

With a copy to:

David M. Spector
Schiff Hardin LLP
233 S. Wacker Drive

Suite 6600
Chicago, IL 60606
Fax: 312-258-5600
Email: dspector@schiffhardin.com

and

Louis T. DeLucia
Schiff Hardin LLP
666 Fifth Avenue
17th Floor
New York, NY 10103
Fax: 212-753-5044
Email: ldelucia@schiffhardin.com

If to the Fireman's Fund Entities:

Sharon Stier
Claim Specialist
Fireman's Fund Insurance Company
33 W. Monroe Street
Suite 1400
Chicago, IL 60603
Fax: 952-447-0381
Email: Sharon.stier@ffic.com

With a copy to :

Richard S. Feldman, Esq.
Rivkin Radler LLP
926 RXR Plaza
Uniondale, NY 11556-0926
Fax: 516-357-3333
Email: Richard.Feldman@rivkin.com

If to MIGA:

David C. Edwards
Executive Director
Montana Insurance Guaranty Association
1720 S. Bellaire Street, Suite 408
Denver, CO 80222
Fax: 303-759-5312
dedwards@wgfs.org

With a copy to:

Mary R. DeYoung
Soha & Lang, P.S.
1325 Fourth Avenue, Suite 2000
Seattle, WA 98101
Fax: 206-624-3585
deyoung@sohalang.com

If to the OneBeacon Entities:

Leslie Kilnapp
Resolute Management, Inc.
1000 Washington St., 4th Floor
Boston, MA 02118
Email: lkilnapp@resolutemgmt.com

with a copy to:

Joseph D. Hampton
Betts Patterson & Mines, P.S.
701 Pike Street, Suite 1400
Seattle, WA 98101
Email: jhampton@bpmlaw.com

If to the Travelers Entities:

Ed Zawitoski
Senior Vice President
Travelers
111 Schilling Road
Hunt Valley, MD 21031-1110
Email: ezawitos@travelers.com

With a copy to:

Robert M. Vinci
Drinker Biddle & Reath LLP

500 Campus Drive
Florham Park, New Jersey 07932
Fax: (973) 360-9831
Email: robert.vinci@dbr.com

and

Michael P. Pompeo
Drinker Biddle & Reath LLP
1177 Avenue of the Americas
New York, New York 10036-2714
Fax: (212) 248-3141
Email: michael.pompeo@dbr.com

8.13 All notices, demands, or other communication to be provided pursuant to this Agreement prior to entry of the Plan Confirmation Order shall also be sent by e-mail and Federal Express or other overnight delivery service, costs prepaid, to James Stang, Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Boulevard, 13th Floor, Los Angeles, CA 90067-4003, Email: jstang@pszilaw.com.

8.14 This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic image, which facsimile or other electronic image counterparts shall be deemed to be originals.

8.15 Nothing contained in this Agreement shall be deemed or construed to constitute (i) an admission by any of the Insurer Entities that the Diocese Parties, or any other Person was or is entitled to any insurance coverage under the Policies or any other binder, certificate, or policy of insurance issued by the Insurer Parties or as to the validity of any of the positions that have been or could have been asserted by the Diocese Parties, (ii) an admission by the Diocese Parties as to the validity of any of the positions or defenses to coverage that have been or could have been asserted by the Insurer Parties or any Claims that have been or could have been asserted by the Diocese Parties against the Insurer Parties, or (iii) an admission by the Diocese Parties or the Insurer Parties of any liability whatsoever with respect to any of the Tort Claims.

8.16 All of the Persons included in the definition of Insurer Parties are intended beneficiaries of this Agreement. Except as set forth in the preceding sentence or otherwise set forth in this Agreement, there are no third-party beneficiaries of this Agreement.

8.17 The Diocese Parties and the Insurer Entities shall be responsible for their own fees and costs incurred in connection with the Reorganization Case, this Agreement, and the implementation of this Agreement.

8.18 The following rules of construction shall apply to this Agreement:

8.18.1 Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein,"

“hereby,” and derivative or similar words refer to this entire Agreement; and (iv) the words “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation.”

8.18.2 References to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions regardless of whether specifically referenced in this Agreement.

8.18.3 The wording of this Agreement was reviewed by legal counsel for each of the Parties, and each of them had sufficient opportunity to propose and negotiate changes prior to its execution. The wording of this Agreement shall not be construed in favor of or against any Person.

8.18.4 The use of the terms “intend,” “intended,” or “intent,” when describing the intention of the Parties, as the case may be, shall not be construed to create a breach of this Agreement when the stated intent is not achieved.

8.19 The Bankruptcy Court in the Reorganization Case shall retain exclusive jurisdiction to interpret and enforce the provisions of this Agreement, which shall be construed in accordance with Montana law.

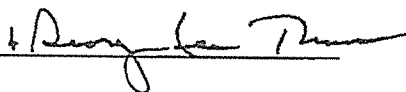
8.20 This Agreement and the Diocese’s obligations under this Agreement shall be binding on the Diocese and the reorganized Diocese and shall survive the entry of the Plan Confirmation Order.

8.21 This Agreement shall be effective on the Effective Date.

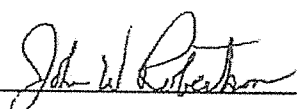
[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

On behalf of the DIOCESE (as defined herein)

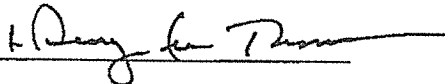
By: 

Date: October 22, 2014


Witness: 

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

On behalf of the OTHER DIOCESE PARTIES (as defined herein, excluding those entities included in that definition for which signature blocks appear below)

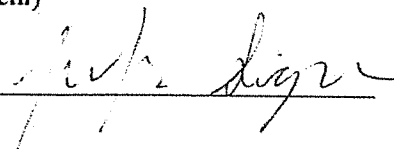
By: 

Date: October 22, 2014

Witness: 

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

On behalf of AIG CLAIMS, INC., THE DULY
AUTHORIZED CLAIMS ADMINISTRATOR AND
AUTHORIZED SIGNATORY FOR AMERICAN HOME
(as defined herein)

By: 

Title: Assistant Vice President

Date: 10/20/14

Witness: 

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

On behalf of CATHOLIC MUTUAL (as defined herein)

By: Michael A. Stein

Title: President & CEO

Date: 10/22/14

Witness: Karen K. Wenzel

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

On behalf of the FIREMAN'S FUND ENTITIES (as defined herein)

By: Shawn Sta

Title: Claims Specialist

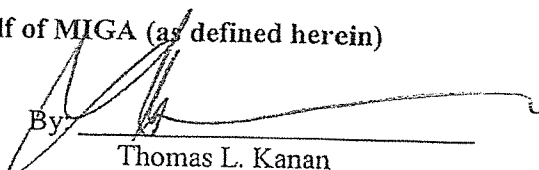
Date: 10/22/14

Witness: [Signature]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

On behalf of MIGA (as defined herein)

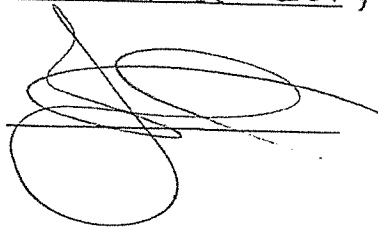
By


Thomas L. Kanan

Title: Claims Manager

Date: 21 October 2014

Witness:



IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

On behalf of the ONEBEACON ENTITIES (as defined herein)

By: Robert M. Galt

Title: Authorized Representative

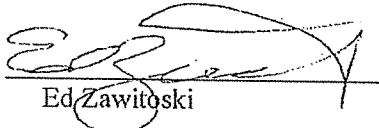
Date: 10/21/14

Witness: Robert M. Galt

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

On behalf of TRAVELERS ENTITIES (as defined herein)

By:


Ed Zawitoski

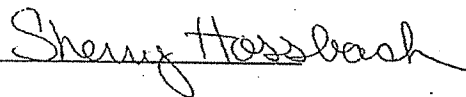
Title:



Date:

11-3-2014

Witness:



IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

On behalf of CATHOLIC SOCIAL SERVICES OF
MONTANA, INC., CATHOLIC CHARITIES, INC.,
CATHOLIC CHARITIES OF MONTANA, INC., and
CATHOLIC CHARITIES / ST. VINCENT DEPAUL
(Retail Store)

By: Michael W. Wapfel

Title: Bishop of Great Falls-Billings

By: _____

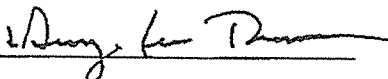
Title: _____

Date: October 23, 2014

Witness: J. W. Roberts

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

On behalf of CATHOLIC SOCIAL SERVICES OF
MONTANA, INC., CATHOLIC CHARITIES, INC.,
CATHOLIC CHARITIES OF MONTANA, INC., and
CATHOLIC CHARITIES / ST. VINCENT DEPAUL
(Retail Store)

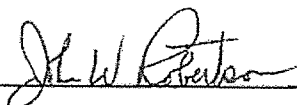
By: 

Title: Bishop of Helena

By: _____

Title: _____

Date: October 22, 2014

Witness: 

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

On behalf of MONTANA CATHOLIC CONFERENCE

By: Michael J. Shanley

Title: Bishop of Helena

By: _____

Title: _____

Date: October 23, 2014

Witness: John W. Robertson

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

On behalf of MONTANA CATHOLIC CONFERENCE

By: Richard W. Waple

Title: Bishop of Great Falls-Bellings

By: _____

Title: _____

Date: October 23, 2014

Witness: John W. Robinson

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

On behalf of CARROLL COLLEGE and CARROLL COLLEGE FOUNDATION

By: Thomas M. Egan

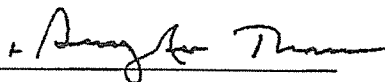
Title: President

Date: October 27, 2014

Witness: Brandy Sanders


IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

On behalf of RESURRECTION CEMETERY
ASSOCIATION, RESURRECTION CEMETERY, INC.
CATHOLIC CEMETERY ASSOCIATION, HOLY CROSS
CEMETERY, ST. PATRICK'S CEMETERY, CATHOLIC
CEMETERIES, and CATHOLIC CEMETERY OF BUTTE

By: 

Title: President RCA

Date: October 23, 2014

Witness: 

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

On behalf of CENTRAL EDUCATION FOUNDATION OF
SILVER BOW

By: 

Title: President Butte Central
Education Foundation of Silver Bow

Date: 10/24/2014

Witness: 

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

On behalf of FLATHEAD ASSOCIATION FOR
CATHOLIC EDUCATION

By: 

Title: PRESIDENT

Date: 10-24-14

Witness: Donald E. Kessler

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

On behalf of LOYOLA SACRED HEART FOUNDATION

By: Jay Kendrick

Title: Foundation Director

Date: 10/24/14

Witness: David W. [Signature]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

On behalf of FOUNDATION FOR THE DIOCESE OF
HELENA (f/k/a WESTERN MONTANA CATHOLIC
FOUNDATION)

By: Stanne Saarinen

Title: Executive Director

Date: 10-27-14

Witness: Joanna C Hadden

Exhibit 1
to Settlement Agreement, Release, and Policy Buyback

Policy No. CE 35-03-25
Policy No. CD 35-03-25
Policy No. BE 267-41-83

Exhibit 2
to Settlement Agreement, Release, and Policy Buyback

1. Catholic Mutual Certificate of Coverage 7618 for the Diocese of Helena, MT Coverage from 07/01/86 through 07/01/87
2. Catholic Mutual Certificate of Coverage 7130 for the Diocese of Helena, MT Coverage from 07/01/85 through 07/01/86
3. Catholic Mutual Certificate of Coverage 7451 for the Roman Catholic Diocese of Helena, MT Coverage from 07/01/86 through 07/01/87
4. Catholic Mutual Certificate of Coverage 6822 for the Diocese of Helena, MT Coverage from 07/01/80 through 07/01/83
5. Catholic Mutual Certificate of Coverage 6194 for the Diocese of Helena, MT Coverage from 07/01/77 through 07/01/80
6. Catholic Mutual Certificate of Coverage 8105 for the Diocese of Helena, MT Coverage from 07/01/89 through 07/01/90
7. Catholic Mutual Certificate of Coverage 8545 for the Diocese of Helena, MT Coverage from 07/01/11 through 07/01/12
8. Catholic Mutual Certificate of Coverage 7866 for the Diocese of Helena, MT Coverage from 07/01/88 through 07/01/89

Exhibit 3
to Settlement Agreement, Release, and Policy Buyback

INDEX OF ADDITIONAL INSURED

INSURER	INSURED	ADDITIONAL INSURED	POLICY
Fireman's Fund Indemnity Company	Roman Catholic Bishop of Helena	<p>"(8) Every priest in charge of insured properties will be considered, by endorsement, an additional assured and afforded all the protection granted under the policy."</p> <p>"Included as additional insureds under this policy are, among others, the pastors and parishes of the Helena Diocese."</p>	XAC 155291 8/1/38-8/1/41
Reliance Insurance Company/ Standard Accident Insurance Company	The Roman Catholic Bishop of Helena, Montana, etal	<p>"In Consideration of the Premium at which this Policy is written it is hereby agreed and understood, that the Named Insured is amended to read as follows: The Roman Catholic Bishop of Helena, Montana, a Corporation Sole; Carroll College, Catholic Charities, Inc.; Catholic Cemeteries; Resurrection Cemetery, Inc.; St. Joseph's Hospital; Priests of the Helena Diocese, as individuals, Irish Christian Brothers of Butte; Jesuit Fathers; and any and all other corporations acquired or formed by the Roman Catholic Bishop or his subsidiary interests."</p> <p>"It is hereby agreed and understood, that the Named Insured is amended to read as follows: The Roman Catholic Bishop of Helena, Montana, a Corporation Sole; Carroll College, Catholic Charities, Inc.; Catholic Cemeteries; Resurrection Cemetery, Inc.; Handmaids of Mary; Priests of the Helena Diocese, as individuals, Irish Christian Brothers of Butte; Jesuit Fathers & Scholistics, as individuals; Montana Catholic Missions Inc; Catholic High School Foundations; and any and all other corporations acquired or formed by the Roman Catholic Bishop or his subsidiary interests." [sic]</p>	AG26393 5/1/63-5/1/66
Reliance Insurance Company	The Roman Catholic Bishop of Helena, Montana, etal	<p>"It is hereby agreed and understood, that the Named Insured is amended to read as follows: The Roman Catholic Bishop of Helena, Montana, a Corporation Sole; Carroll College, Catholic Charities, Inc.; Catholic Cemeteries; Resurrection Cemetery, Inc.; Handmaids of Mary; Priests of the Helena Diocese, as individuals, Irish Christian Brothers of Butte; Jesuit Fathers & Scholistics, as individuals; Montana Catholic Missions Inc; Catholic High School Foundations; and any and all other corporations acquired or formed by the Roman Catholic Bishop or his subsidiary interests."</p>	AG26393 5/1/64-5/1/65
Reliance Insurance Company	The Roman Catholic Bishop of Helena, Montana, etal	<p>"It is hereby agreed and understood, that the Named Insured is amended to read as follows: The Roman Catholic Bishop of Helena, Montana, a Corporation Sole; Carroll College, Catholic Charities, Inc.; Catholic Cemeteries; Resurrection Cemetery, Inc.; Handmaids of Mary; Priests of the Helena Diocese, as individuals, Irish Christian Brothers of Butte; Jesuit Fathers & Scholistics, as individuals; Montana Catholic Missions Inc; Catholic High School Foundations; and any and all other corporations acquired or formed by the Roman Catholic Bishop or his subsidiary interests."</p>	AG26393 (5/1/65-5/1/66)

Exhibit 3
to Settlement Agreement, Release, and Policy Buyback

INDEX OF ADDITIONAL INSURED

INSURER	INSURED	ADDITIONAL INSURED	POLICY
The Travelers Companies/ St. Paul Fire and Marine Insurance Company 385 Washington Street St. Paul, MN 55102	Catholic Boys Camp -- Legendary Lodge	Corporation Sole: Carroll College, Catholic Charities, Inc.: Catholic Cemeteries: Resurrection Cemetery, Inc.: Handmaids of Mary Immaculate: Sub Deacons, Deacons and Priests of the Helena Diocese, as individuals, Irish Christian Brothers of Butte: Jesuit Fathers & Scholistics, as individuals: Montana Catholic Missions, Inc: Catholic High School Foundations: and any and all other corporations or interests acquired or formed by the Roman Catholic Bishop or his subsidiary interests.” [sic]	
The Travelers Companies/ St. Paul Fire and Marine Insurance Company 385 Washington Street St. Paul, MN 55102	Catholic Boys Camp -- Legendary Lodge	“The persons eligible for inclusion as an Insured Camper shall include campers, camp counselors and administrative members of the camp staff. . . .”	Blanket Campers Accident and Sickness Policy # 866 JN 3233 (6/1/73-10/15/73)
The Travelers Companies/ St. Paul Fire and Marine Insurance Company 385 Washington Street St. Paul, MN 55102	Catholic Boys Camp -- Legendary Lodge	“The persons eligible for inclusion as an Insured Camper shall include campers, camp counselors and administrative members of the camp staff. . . .”	Blanket Campers Accident and Sickness Policy # 866 JN 8310 (6/1/74-10/15/74)
The Travelers Companies/ St. Paul Mercury Insurance Company 385 Washington Street St. Paul, MN	Roman Catholic Bishop of Helena, Montana, et al.		Special Risks Policy # SR1527 (9/13/67-9/13/68)

Exhibit 3
to Settlement Agreement, Release, and Policy Buyback

INDEX OF ADDITIONAL INSURED

INSURER	INSURED	ADDITIONAL INSURED	POLICY
55102 The Travelers Companies/ St. Paul Fire and Marine Insurance Company 385 Washington Street St. Paul, MN 55102	Roman Catholic Bishop of Helena	“The class or classes of persons to be insured under this policy are: Class I: All those Volunteer Laborers of the Policyholder acting under the direction of the Policyholder on the premises of any organization within the Diocese.”	BTA Accident Policy # 866 JN 7450 (10/1/73-10/1/74)
The Travelers Companies/ St. Paul Fire and Marine Insurance Company 385 Washington Street St. Paul, MN 55102	Roman Catholic Bishop of Helena	“The class or classes of persons to be insured under this policy are: Class I: All those Volunteer Laborers of the Policyholder acting under the direction of the Policyholder on the premises of any organization within the Diocese.”	BTA Accident Policy # 866 JN 9640 (7/1/74-7/1/75)
The Travelers Companies/ St. Paul Fire and Marine Insurance Company 385 Washington Street St. Paul, MN 55102	Roman Catholic Bishop of Helena	“The class or classes of persons to be insured under this policy are: Class I: All those Volunteer Laborers of the Policyholder acting under the direction of the Policyholder on the premises of any organization within the Diocese.”	BTA Accident Policy # 866 JA 2056 (7/1/75-7/1/76)
The Travelers Companies/ St. Paul Fire and Marine Insurance Company 385 Washington Street St. Paul, MN 55102	Roman Catholic Bishop of Helena		# 182 NA 0563 (6/29/74-6/29/75)

Exhibit 3
to Settlement Agreement, Release, and Policy Buyback

INDEX OF ADDITIONAL INSURED

INSURER	INSURED	ADDITIONAL INSURED	POLICY
The Travelers Companies/ St. Paul Fire and Marine Insurance Company 385 Washington Street St. Paul, MN 55102	Roman Catholic Bishop of Helena		# 182 NA 0577 (6/29/75-6/29/76)
			# 83090 (5/1/61-5/1/66)
			# 83214 (5/1/62-5/1/67)
The Travelers Companies/ St. Paul Mercury Insurance Company 385 Washington Street St. Paul, MN 55102	Roman Catholic Bishop of Helena, Montana		Standard Workmen's Compensation and Employers' Liability Policy # C-4058 (9/30/67-9/30/68; 9/30/71-9/30/72; 9/30/72-9/30/73)
The Travelers Companies/ St. Paul Fire and Marine Insurance Company 385 Washington Street St. Paul, MN 55102	Roman Catholic Bishop of Helena	<p>Named Insured for Roman Catholic Bishop of Helena</p> <p>1. Roman Catholic Bishop of Helena P.O. Box 1729, Helena, Montana 59601</p> <p>2. Montana Catholic Conference, Inc. Helena, Montana 59601</p> <p>3. Christian Brothers High School Butte, Montana 59701</p> <p>4. Montana Catholic Missions, S.J. Missoula, Montana 59801</p>	Standard Workmen's Compensation & Employers' Liability Policy # 782 NA 0158 (5/1/73-7/1/74)

Exhibit 3
to Settlement Agreement, Release, and Policy Buyback

INDEX OF ADDITIONAL INSURED

INSURER	INSURED	ADDITIONAL INSURED	POLICY
		5. Catholic Charities of Montana, Inc. 612 Harrison, Helena, Montana 59601 6. Catholic Cemetery P.O. Box 1729, Helena, Montana 59601 7. Carroll College Benton Ave., Helena, Montana 59601 8. Immaculate Charities, Inc. Browning, Montana 9. Handmaids of Mary P.O. Box 1729, Helena, Montana 59601 10. Resurrection Cemetery, Inc. P.O. Box 1729, Helena, Montana 59601	
The Travelers Companies/ St. Paul Fire and Marine Insurance Company 385 Washington Street St. Paul, MN 55102	Roman Catholic Bishop of Helena	"Named Insured for Roman Catholic Bishop of Helena 1. Roman Catholic Bishop of Helena P.O. Box 1729, Helena, Montana 59601 2. Montana Catholic Conference, Inc. Helena, Montana 59601 3. Christian Brothers High School Butte, Montana 59701 4. Montana Catholic Missions, S.J. Missoula, Montana 59801 5. Catholic Charities of Montana, Inc. 612 Harrison, Helena, Montana 59601 6. Catholic Cemetery P.O. Box 1729, Helena, Montana 59601	Standard Workmen's Compensation & Employers' Liability Policy # 782 NA 1620 (7/1/74-7/1/75)

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INSURER	INSURED	ADDITIONAL INSURED	POLICY
The Travelers Companies/ St. Paul Fire and Marine Insurance Company 385 Washington Street St. Paul, MN 55102	Roman Catholic Bishop of Helena	7. Carroll College Benton Ave., Helena, Montana 59601	Standard Workmen's Compensation & Employers' Liability Policy # 782 NA 1888 (7/1/75-7/1/76)
		8. Immaculate Charities, Inc. Browning, Montana	
		9. Handmaids of Mary P.O. Box 1729, Helena, Montana 59601	
		10. Resurrection Cemetery, Inc. P.O. Box 1729, Helena, Montana 59601	
		"Named Insured for Roman Catholic Bishop of Helena	
		1. Roman Catholic Bishop of Helena P.O. Box 1729, Helena, Montana 59601	
		2. Montana Catholic Conference, Inc. Helena, Montana 59601	
		3. Christian Brothers High School Butte, Montana 59701	
		4. Montana Catholic Missions, S.J. Missoula, Montana 59801	
		5. Catholic Charities of Montana, Inc. 612 Harrison, Helena, Montana 59601	
		6. Catholic Cemetery P.O. Box 1729, Helena, Montana 59601	
		7. Carroll College Benton Ave., Helena, Montana 59601	
		8. Immaculate Charities, Inc.	

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INSURER	INSURED	ADDITIONAL INSURED	POLICY
The Travelers Companies/ The St Paul Companies 385 Washington Street St. Paul, MN 55102	The Roman Catholic Bishop Of Helena, Montana	<p>acquired or formed by the Roman Catholic Bishop of Helena, or his subsidiary interests; Priests, Deacons, and others in Major or Minor Orders; Brothers; Sisters, as long as they are working within the scope of their employment."</p> <p style="text-align: center;">* * * *</p> <p>"It is hereby understood and agreed that Sisters of Charity of Providence is included as an additional insured, as their interests may appear, but only as respects claims arising out of the ownership, maintenance and use of the premises located at the following: Loyola-Sacred Heart School, W. Pine & Owens St., Missoula, Montana"</p> <p>"Each of the following is an Insured under this Insuring Agreement to the extent set forth below:</p> <p>...</p> <p>As respects Coverages B and D.</p> <p>...</p> <p>(g) If the Named Insured is designated in this Policy as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;</p> <p style="text-align: center;">* * * *</p> <p style="text-align: center;">"Named Insured</p> <p>The Roman Catholic Bishop of Helena, Montana, a corporation sole, Bishop Raymond G. Hunthausen; Carroll College; Catholic Charities of Montana, Inc.; Resurrection Cemetery, Inc.; Immaculate Charities, Inc.; Handmaids of Mary; Catholic Cemetery of Butte; Christian Brothers High School, Butte; Montana Catholic Mission S.J.; Montana Catholic Conference; and any other corporation acquired or formed by the Roman Catholic Bishop of Helena, or his subsidiary interests; Priests, Deacons, and others in Major or Minor Orders; Brothers; Sisters, as long as they are working within</p>	<p>End. 7 to Dec. (as of 7/1/74)</p> <p>#682NA3755 7/1/75-1/1/76</p> <p>End. 1</p>

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INSURER	INSURED	ADDITIONAL INSURED	POLICY
		the scope of their employment." * * * *	
		<p>"Additional Insureds: Including Teachers and Staff X"</p> <p>...</p> <p>"It is agreed that with respect to the operation of any college or school by or on behalf of the Named Insured:</p> <p>1. Additional Insureds: The "Persons Insured" provision is amended to include as an Insured any of the following while acting within the scope of his duties as such:</p> <p>(a) If the Named Insured is a private charitable or educational institution, any trustee or member of the Board of Governors thereof,</p> <p>(b) If the Named Insured is a public board or commission, any executive officer or member thereof,</p> <p>(c) If an "x" is entered in the schedule in the block opposite "Including Teachers and Staff", any member of the teaching or administrative staff or other employee of the Named Insured."</p> <p>"It is agreed that named insured is changed to include Bishop Eldon F. Curtis in lieu of Raymond G. Hunthausen."</p>	Colleges or Schools Endorsement
The Travelers Companies/ St. Paul Fire and Marine Insurance Company 385 Washington Street St. Paul, MN 55102	Roman Catholic Bishop of Helena		End. 4 (effective 4/23/76)
			30-day Binder 5/1/73
The Travelers Companies/	Roman Catholic Bishop of Helena	<p>"(a) The Named Insured;</p> <p>(b) Each of the following is an Insured under this</p>	582XA8297 7/1/75-7/1/76

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INSURER	INSURED	ADDITIONAL INSURED	POLICY
The St Paul Companies 385 Washington Street St. Paul, MN 55102		<p>Policy to the extend set forth below:</p> <p>...</p> <p>(2) any person, organization trustee or estate to whom or to which the Named Insured is obligated by virtue of a written contract to provide insurance such as is afforded by this Policy, but only with respect to operations by or in behalf of the Named Insured or to facilities of or used by the Named Insured;</p> <p>(3) subject to the terms and conditions of this Policy, any additional Insured included in the underlying insurance listed in Schedule A but only to the extent that insurance is provided to such additional Insured thereunder;</p> <p>(4) except with respect to the ownership, maintenance or use, including loading or unloading, of automobiles (i) any executive officer, other employee, director or stockholder of the Named Insured while acting within the scope of his duties as such; (ii) any person or organization while acting as real estate manager for the Named Insured; ..."</p>	
The Travelers Companies/ The St Paul Companies 385 Washington Street St. Paul, MN 55102	Roman Catholic Bishop of Helena	<p>(Certificate of Insurance issued to:)</p> <p>Youth Conservation Corps % Roger Masters USD Interior, Bureau of Reclamation Box 2553 Billings, MT 59103</p>	#682NA3755 7/1/75-1/1/76
The Travelers Companies/ St. Paul Fire and Marine Insurance Company	Roman Catholic Bishop of Helena	<p>"a) The Named Insured; (b) Each of the following is an Insured under this Policy to the extend set forth below: ... (2) any person, organization trustee or estate to</p>	#582XA4539 7/1/74-7/1/75

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INSURER	INSURED	ADDITIONAL INSURED	POLICY
385 Washington Street St. Paul, MN 55102		whom or to which the Named Insured is obligated by virtue of a written contract to provide insurance such as is afforded by this Policy, but only with respect to operations by or in behalf of the Named Insured or to facilities of or used by the Named Insured; (3) subject to the terms and conditions of this Policy, any additional Insured included in the underlying insurance listed in Schedule A but only to the extent that insurance is provided to such additional Insured thereunder; (4) except with respect to the ownership, maintenance or use, including loading or unloading, of automobiles (i) any executive officer, other employee, director or stockholder of the Named Insured while acting within the scope of his duties as such; (ii) any person or organization while acting as real estate manager for the Named Insured; . . .	
The Travelers Companies/ The St Paul Companies 385 Washington Street St. Paul, MN 55102	Roman Catholic Bishop of Helena	“(a) The Named Insured; (b) Each of the following is an Insured under this Policy to the extent set forth below; ... (2) any person, organization, trustee or estate to whom or to which the Named Insured is obligated by virtue of a written contract to provide insurance such as is afforded by this Policy, but only with respect to operations by or in behalf of the Named Insured or to facilities of or used by the Named Insured; (3) subject to the terms and conditions of this Policy, any additional Insured included in the underlying insurance listed in Schedule A but only to the extent that insurance is provided to such additional Insured thereunder; (4) except with respect to the ownership, maintenance or use, including loading or	#582XA3384 10/2/73-7/1/74

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INSURER	INSURED	ADDITIONAL INSURED	POLICY
The Travelers Companies/ Aetna Casualty and Surety Co. One Tower Square, Hartford, CT 06183	Roman Catholic Bishop of Helena, et al.	unloading, of automobiles (i) any executive officer, other employee, director or stockholder of the Named Insured while acting within the scope of his duties as such; (ii) any person or organization while acting as real estate manager for the Named Insured; . . .	
		<p>"It is agreed that:</p> <p>I. The name of the Insured is completed to read:</p> <p>The Roman Catholic Bishop of Helena, Montana, a corporation sole; Carroll College; Catholic Charities, Inc.; Resurrection Cemetery, Inc.; Immaculate Charities, Inc.; Handmaids of Mary; Catholic Cemetery, Butte; Christian Brother High School, Butte; Montana Catholic Mission S.J.; and any other corporation acquired or formed by the Roman Catholic Bishop of Helena, or his subsidiary interests."</p>	<p>Comprehensive Dishonesty, Disappearance and Destruction Policy # 55 BY 134 BCA (2/1/71-5/1/73)</p> <p>Named Insured Endorsement</p>
The Travelers Companies/ Aetna Casualty and Surety Co. One Tower Square, Hartford, CT 06183	Roman Catholic Bishop of Helena, et al.	<p>"Named Insured and Address</p> <p>The Roman Catholic Bishop of Helena, Montana, a corporation sole; Carroll College, Catholic Charities, Inc.; Resurrection Cemetery, Inc.; Immaculate Charities, Inc.; Handmaids of Mary; Catholic Cemetery of Butte; Christian Brothers High School, Butte; Montana Catholic Mission S.J.; and any other corporation acquired or formed by Roman Catholic Bishop of Helena or his subsidiary interests."</p>	<p>Scheduled Property Floater # 9 55 IMSP 614352 FCA (5/1/71 - 5/1/73)</p>
The Travelers Companies/ Aetna Casualty and Surety Co. One Tower Square,	Roman Catholic Bishop of Helena, et al.		<p>Special Multi-Peril Policy # 55 SM 800, 175 FC (5/1/70-5/1/73)</p>

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INSURER	INSURED	ADDITIONAL INSURED	POLICY
Hartford, CT 06183			
The Travelers Companies/ Aetna Casualty and Surety Co. One Tower Square, Hartford, CT 06183	Roman Catholic Bishop of Helena, et al.		Special Multi-Peril Policy # 55 SM 177081 FCA (5/1/71-5/1/73)
Travelers/ U.S. Fidelity and Guaranty Company 385 Washington Street St. Paul, MN 55102	St. Patrick's Catholic Church	Assigned to Roman Catholic Bishop of Helena, a sole corporation	# OLT-38842-A (8/27/36-8/27/37; 8/27/37-8/27/38)
Travelers/ U.S. Fidelity and Guaranty Company 385 Washington Street St. Paul, MN 55102	Roman Catholic Bishop of Helena, et al.		Special Multi-Peril Policy # SMP 309577 (5/1/70-5/1/71)
Travelers/ U.S. Fidelity and Guaranty Company 385 Washington Street St. Paul, MN 55102	Roman Catholic Bishop of Helena, et al.	<p>"Entire name of Insured is:</p> <p>The Roman Catholic Bishop of Helena, Montana, A corporation Sole; Carroll College, Catholic Charities, Inc.; Resurrection Cemetery Inc.; Immaculata Charities, Inc.; Handmaids of Mary; Catholic Cemetery of Butte, Christian Brothers High School, Butte; Montana Catholic Mission S.J.; and any other corporation acquired or formed by the Roman Catholic Bishop of Helena, or His Subsidiary Interests"</p>	Special Multi-Peril Policy # SMP 326091 5/1/71-5/1/73 End. 17

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INSURER	INSURED	ADDITIONAL INSURED	POLICY
Travelers/ U.S. Fidelity and Guaranty Company 385 Washington Street St. Paul, MN 55102	Roman Catholic Bishop of Helena, Montana, et al	<p>“Each of the following is an insured under this insurance to the extent set forth below:</p> <p>... (c) if the named insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, member of the board of trustees, directors or governors or stockholder thereof while acting within the scope of his duties as such;</p> <p>... This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.”</p> <p style="text-align: center;">* * * *</p> <p>“Entire Name of Insured Is: The Roman Catholic Bishop of Helena, Montana, a Corporation Sole; Carroll College; Catholic Charities, Inc.; Resurrection Cemetery, Inc.; Immaculate Charities, Inc.; Handmaids of Mary; Catholic Cemetery of Butte; Christian Brothers High School, Butte; Montana Catholic Missions S.J.; and any other corporation acquired or formed by the Roman Catholic Bishop of Helena, or His Subsidiary Interests”</p>	SMP326091 (5/1/71-5/1/74) (Cancelled effective 5/1/73)
OneBeacon/ Employers- Commercial Union Companies/ Employers Commercial Union Ins. Co. of America	Roman Catholic Bishop of Helena (et al)	<p>[full name of insured] “The Roman Catholic Bishop of Helena, Montana, a Corporation Sale; Carroll College; Catholic Charities, Inc.; Resurrection Cemetery, Inc.; Immaculate Charities, Inc.; Handmaids of Mary; Catholic Cemetery, Butte; Christian Brothers High School, Butte; Catholic Mission S.J.; and any other corporations acquired or formed by the Roman Catholic Bishop or his subsidiary interests.”</p>	Employers Comm. Union. 2/1/71-5/1/71
OneBeacon/	Roman Catholic Bishop	“THE ENTIRE NAME OF INSURED IS:	A-C-8186-001

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INSURER	INSURED	ADDITIONAL INSURED	POLICY
Employers- Commercial Union Companies/ American Employers' Ins. Co.	of Helena	The Roman Catholic Bishop of Helena, Montana, A Corporation Sole; Carroll College; Catholic Charities, Inc.; Resurrection Cemetery, Inc.; Immaculate Charities, Inc.; Handmaids of Mary; Catholic Cemetery of Butte; Christian Brothers High School, Butte; Montana Catholic Mission S.J.; and any other corporation acquired or formed by the Roman Catholic Bishop of Helena, or His Subsidiary Interests."	5/1/71-5/1/74
American Home Assurance Company	Roman Catholic Bishop of Helena, Montana, et al	"It is hereby agreed and understood that the Named Insured is completed to read as follows: The Roman Catholic Bishop of Helena, Montana, a Corporation Sole; Carroll College; Catholic Charities, Inc.; Catholic Cemeteries; Resurrection Cemetery, Inc.; Handmaids of Mary Immaculate; Sub Deacons, Deacons and Priests of the Helena Diocese, as Individuals, Irish Christian Brothers of Butte; Jesuit Fathers & Scholastics, as Individuals; and any all other corporations or interests acquired or formed by the Roman Catholic Bishop or his subsidiary interests." [sic]	BE 267-41-83 10/2/70-10/2/73
Catholic Mutual Relief Society of America	Roman Catholic Bishop of Helena, Montana	"It is agreed that such coverage as is afforded by the Comprehensive General Liability extends to cover "Camps" or "Camps- Boy or Girl"	SMP 6194 (7/1/77-7/1/80)
Catholic Mutual Relief Society of America	Roman Catholic Bishop of Helena, Montana	"It is agreed that such coverage as is afforded by the Comprehensive General Liability extends to cover "Camps" or "Camps- Boy or Girl"	SMP 6822 (7/1/80-7/1/83)
Catholic Mutual Relief Society of America	Roman Catholic Diocese of Helena, Montana	"The liability coverage provided by this certificate is hereby extended to include the following named entities: 1. Montana Catholic Conference, Inc. 2. Catholic Social Services for Montana, Inc (Includes Helena, billings and Great Falls locations.) 3. Montana Catholic Missions, S.J. (Society of Jesus) 4. Carroll College, Inc.	SMP 7130 (7/1/82-7/1/85)

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INSURER	INSURED	ADDITIONAL INSURED	POLICY
Catholic Mutual Relief Society of America	Roman Catholic Diocese of Helena, Montana	<p>5. Resurrection Cemetery, Inc. 6. St. Vincent De Paul Thrift Store - Butte 7. Immaculate Charities, Inc. - Browning" * * * *</p> <p>"Liability coverage has been extended to cover the water skiing and speed boat activities at Legendary Lodge."</p> <p>* * * *</p> <p>"It is agreed that such coverage as is afforded by the Comprehensive General Liability extends to cover "Camps" or "Camps- Boy or Girl"</p> <p>"The liability coverage provided by this certificate is hereby extended to include the following named entities: 1. Montana Catholic Conference, Inc. 2. Catholic Social Services for Montana, Inc. (includes Helena, Billings and Great Falls locations) 3. Montana Catholic Missions, S.J. (Society of Jesus) 4. Carroll College, Inc. 5. Resurrection Cemetery, Inc. 6. St. Vincent De Paul Thrift Store - Butte 7. Immaculate Charities, Inc. - Browning" * * * *</p> <p>"It is agreed that such coverage as is afforded by the Comprehensive General Liability extends to cover "Camps" or "Camps - Boy or Girl"</p> <p>"The liability coverage provided by this certificate is hereby extended to include the following named entities: 1. Montana Catholic Conference, Inc. 2. Catholic Social Services for Montana, Inc. (includes Helena, Billings and Great Falls locations) 3. Montana Catholic Missions, S.J. (Society of Jesus) 4. Carroll College, Inc. 5. Resurrection Cemetery, Inc.</p>	SMP 7451 (7/1/85-7/1/86)
Catholic Mutual Relief Society of America	Roman Catholic Diocese of Helena, Montana	<p>5. Resurrection Cemetery, Inc. 6. St. Vincent De Paul Thrift Store - Butte 7. Immaculate Charities, Inc. - Browning" * * * *</p> <p>"Liability coverage has been extended to cover the water skiing and speed boat activities at Legendary Lodge."</p> <p>* * * *</p> <p>"It is agreed that such coverage as is afforded by the Comprehensive General Liability extends to cover "Camps" or "Camps- Boy or Girl"</p> <p>"The liability coverage provided by this certificate is hereby extended to include the following named entities: 1. Montana Catholic Conference, Inc. 2. Catholic Social Services for Montana, Inc. (includes Helena, Billings and Great Falls locations) 3. Montana Catholic Missions, S.J. (Society of Jesus) 4. Carroll College, Inc. 5. Resurrection Cemetery, Inc.</p>	SMP 7618 (7/1/86-7/1/87)

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INSURER	INSURED	ADDITIONAL INSURED	POLICY
Catholic Mutual Relief Society of America	Roman Catholic Diocese of Helena, Montana	<p>6. St. Vincent de Paul Thrift Store - Butte</p> <p>7. Immaculate Charities, Inc. - Browning"</p> <p style="text-align: center;">* * * *</p> <p>"It is agreed that such coverage as is afforded by the Comprehensive General Liability extends to cover "Camps" or "Camps - Boy or Girl"</p> <p>"The liability coverage provided by this certificate is hereby extended to include the following named entities:</p> <ol style="list-style-type: none"> 1. Montana Catholic Conference, Inc. 2. Catholic Social Services for Montana, Inc. (includes Helena, Billings and Great Falls locations) 3. Montana Catholic Missions, S.J. (Society of Jesus) 4. Carroll College, Inc. 5. Resurrection Cemetery, Inc. 6. St. Vincent de Paul Thrift Store - Butte 7. Immaculate Charities, Inc. - Browning" <p>"It is agreed that such coverage as is afforded by the Comprehensive General Liability extends to cover "Camps" or "Camps - Boy or Girl"</p>	7866 (7/1/87-7/1/89)
Catholic Mutual Relief Society of America	Roman Catholic Diocese of Helena, Montana	<p>"ADDITIONAL PROTECTED PERSONS</p> <p>It is understood and agreed that Who is a Protected Person(s) (Section II) is amended to include as a Protected Person(s) members of the following organizations, but only with respect to their liability for the Protected Person's activities or activities they perform on behalf of the Protected Person(s):</p> <p>Carroll College Foundation Helena, MT 59624; and Western Montana Catholic Foundation Helena, MT 59624"</p>	8105 (7/1/89-7/1/92)
Catholic Mutual Relief Society of America	Roman Catholic Bishop of Helena, Montana	<p>"SECTION II - ADDITIONAL PROTECTED PERSONS)</p> <p>It is understood and agreed that Section II -</p>	8545 (7/1/92-7/1/11)

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INSURER	INSURED	ADDITIONAL INSURED	POLICY
		<p>Liability (only with respect to Coverage D – General Liability, Coverage F - Medical Payments to Others and Coverage H - Counseling Errors and Omissions) is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the Protected Person(s) activities or activities they perform on behalf of the Protected Person(s).</p> <p>It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the Additional Protected Person(s) will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.</p> <p>Schedule - ADDITIONAL PROTECTED PERSONS Carroll College Foundation Helena, MT Western Montana Catholic Foundation Helena, MT St. Helena Cathedral Foundation, Inc. Helena, MT Central Educational Foundation of Silver Bow Butte, MT Loyola-Sacred Heart High School Foundation Missoula, MT Flathead Association for Catholic Education Kalispell, MT” * * * * “SECTION II- ADDITIONAL PROTECTED PERSON(S)</p>	<p>(as of 8/1/08, Carroll College no longer listed)</p> <p>(as of 7/1/09, Carroll, Central Educ., and Loyola are no longer listed)</p>

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INSURER	INSURED	ADDITIONAL INSURED	POLICY
		<p>It is understood and agreed that Section II- Liability (only with respect to Coverage D – General Liability, Coverage F - Medical Payments to Others and Coverage H - Counseling Errors and Omissions) is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the Protected Person(s) activities or activities they perform on behalf of the Protected Person(s).</p> <p>It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the Additional Protected Person(s) will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.</p> <p>Schedule - ADDITIONAL PROTECTED PERSON(S) Diocese of Great Falls PO Box 1399 Great Falls, MT 59624 for Catholic Social Services 25 South Ewing Street, Suite 513-514 Helena, MT 59624 This applies only as it pertains to this location"</p>	(address changes on 7/1/06)

Exhibit 4
to Settlement Agreement, Release, and Policy Buyback

The Diocese Parties and the Fireman's Fund Entities agree that they have been unable to locate any insurance policies issued to the Diocese Parties by the Fireman's Fund Entities or any Certificates of Insurance indicating that the Fireman's Fund Entities issued any insurance policies to the Diocese Parties. Rather, the Diocese has provided to the Fireman's Fund Entities certain documentation which the Diocese contends represents secondary evidence of the existence and issuance of insurance policies by the Fireman's Fund Entities to the Diocese and the terms and conditions thereof. Such documentation consists of miscellaneous letters from 1938, 1941, 1951, and 1953-1955 referencing alleged insurance policy prefixes C.L. 27/38, OLT 126517, XAC 131363 and XAC 155291. The Fireman's Fund Entities contend, and reserve their right to assert, that such secondary evidence is legally insufficient to prove either the existence or issuance of such policies or their terms and conditions or the existence and terms and conditions of any insurance policy issued by the Fireman's Fund Entities to the Diocese Parties.

Exhibit 5
to Settlement Agreement, Release, and Policy Buyback

Policy no. AZ-417142
Policy no. 626393
Policy no. A626393
Policy no. AX626393
Policy no. CI016355
Policy no. MP3515210
Policy no. GB310296
Policy no. AX802144
Policy no. SP450608
Policy no. FF1103785
Policy no. FF1103786
Policy no. F351212SA
Policy no. FF1742300
Policy no. GR 29-10667
Policy no. FF6222517
Policy no. FF6272517
Policy no. F3841079
Policy no. F681856
Policy no. F881856
Policy no. ST18431US
Policy no. FF1749475
Policy no. 345996
Policy no. F4824
Policy no. F5334
Policy no. CG310296

Exhibit 6
to Settlement Agreement, Release, and Policy Buyback

Policy No. AC8186-001

Policy. No. EC3001799

Employers Commercial Union Ins. Co. Binder, effective February 1, 1971

Exhibit 7
to Settlement Agreement, Release, and Policy Buyback

Policy No. SR 972151
Policy. No. 55 BY 134 BCA
Policy No. 55 IMSP 614352 FCA
Policy No. 866 JN 3233
Policy No. 866 JN 8310
Policy No. SR-1527
Policy No. 866 JN 7450
Policy No. 866 JN 9640
Policy, No. 866 JN 2056
Policy No. 182 NA 0563
Policy No. 182 NA 0577
Policy No. 55 SM 800 175 FC
Policy No. 55 SM 177081 FCA
Policy No. SMP 309577
Policy No. 83090
Policy No. 83214
Policy, No. C-4058
Policy No. 782 NA 0158
Policy No. 782 NA 1620
Policy No. 782 NA 1888
Policy No. CGL 15259
Policy No. OLT-38842-A
Policy No. SMP 326091
Policy No. 682NA1473
Policy No. 682NA3755,
Policy No. 582XA3384
Policy No. 582XA4539
Policy No. 582XA8297
Policy No. 582XB0483
St. Paul Fire and Marine Insurance Company 30 Day Binder, effective May 1, 1973

Exhibit 8
to Settlement Agreement, Release, and Policy Buyback

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MONTANA

In re:

Roman Catholic Bishop of Helena, Montana,
a Montana Religious Corporation Sole
(Diocese of Helena),

Debtor-in-Possession.

Case No.: 14-60074

Chapter 11

**ORDER APPROVING SETTLEMENT AGREEMENT, RELEASES AND POLICY
BUYBACKS WITH AMERICAN HOME, CATHOLIC MUTUAL, FIREMAN'S FUND,
MONTANA INSURANCE GUARANTY ASSOCIATION, ONEBEACON, AND
TRAVELERS, INCLUDING THE SALE OF INSURANCE POLICIES FREE AND
CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS**

A hearing having been held (the "Hearing"), to consider the motion, dated __, 2014 (the "Motion"), of the Roman Catholic Bishop of Helena, Montana, a Montana Religious Corporation Sole (the "Diocese" or the "Debtor") and the debtor-in-possession in the above-captioned Chapter 11 reorganization case (the "Reorganization Case"), for an order pursuant to 11 U.S.C. §§ 105 and 363 and Fed. R. Bankr. P. 2002, 6004, and 9019:

(i) authorizing the Debtor to assume and consummate the compromise and settlement with the Settling Insurers¹ pursuant to which the Diocese and other releasing Diocese Parties²

¹ As used herein, Settling Insurers means American Home Assurance Company ("American Home"); Catholic Mutual Relief Society of America ("Catholic Mutual"); Fireman's Fund Insurance Company and Fireman's Fund Indemnity Company (collectively, "Fireman's Fund"); Montana Insurance Guaranty Association, as the limited statutory successor in interest to Reliance Insurance Company ("Reliance"), in liquidation ("MIGA"); OneBeacon Insurance Company, Resolute Management, Incorporated, Commercial Union Insurance Companies, and American Employers' Insurance Company (collectively, "OneBeacon"); Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company), United States Fidelity and Guaranty Company; Standard Fire Insurance Company, St. Paul Mercury Insurance

will release any and all Claims that, directly or indirectly, arise out of, relate to, or are in connection with the Policies, including, without limitation, any Tort Claims, Extra-Contractual Claims, Related Insurance Claims, and all Claims relating to or arising out of the Reorganization Case that they may have now or in the future against the Insurer Parties;

(ii) authorizing the sale of the Policies, free and clear of all Interests of any Person, pursuant to the terms and conditions the Settlement Agreement, Release, and Policy Buyback dated as of _____, 2014, between the Debtor, the Diocese Parties and the Settling Insurers, a copy of which is attached to the Motion as Exhibit 2 and incorporated by reference (the "Settlement Agreement"). (iii) approving the Settlement Agreement and each of its terms; and

(iv) requesting the findings and admissions set forth herein. The Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(b)(2) and 1334, and consideration of the Motion, the relief requested therein, and the responses thereto, if any, being a core proceeding in accordance with 28 U.S.C. § 157(b); and the appearances of all interested parties and all responses and objections to the Motion, if any, having been duly noted in the record of the Hearing; and upon the record of the Hearing, the Motion, said responses and objections, if any; and after due deliberation and with sufficient cause appearing therefor, the Court hereby makes the following:

**Findings of Fact and Conclusions of Law Jurisdiction, Final Order, and Statutory
Predicates**

Company, and St. Paul Fire and Marine Insurance Company (collectively, "Travelers") and the Insurer Entities as such term is defined in the Settlement Agreement.

² Capitalized terms used and not defined herein shall have the same meaning as in the Settlement Agreement.

1. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052, made applicable to this proceeding pursuant to Fed. R. Bankr. P. 9014.

2. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

3. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (N), and (O). Venue of the Reorganization Case and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

4. This Order constitutes a final and immediately appealable order within the meaning of 28 U.S.C. § 158(a).

5. The statutory predicates for the relief sought in the Motion are 11 U.S.C. §§ 105(a) and 363 and Fed. R. Bankr. P. 2002, 6004, and 9019.

Retention of Jurisdiction

6. It is necessary and appropriate for the Court to retain jurisdiction to, among other things, interpret and enforce the terms and provisions of this Order and the Settlement Agreement, and to adjudicate, if necessary, any and all disputes arising under or relating in any way to, or affecting, any of the transactions contemplated under the Settlement Agreement. Such jurisdiction shall be retained even if the case is closed and the case may be reopened for such purpose.

Notice of the Motion

7. The Debtor has provided due and adequate notice of the Motion, the Hearing, the Settlement Agreement, and the subject matter thereof, including, without limitation, the

injunctions to protect the Insurer Parties to be included in the Plan Confirmation Order to all known claimants (including, without limitation, all Tort Claimants and other claimants who filed proofs of claims or were scheduled by the Debtor); counsel for the Official Committee of Unsecured Creditors appointed by the United States Trustee in the Reorganization Case, as such committee may be reconstituted from time to time (the "Committee"); the Future Claimants Representative appointed pursuant to the Order entered April 9, 2014 [Docket No. 186] (the "FCR"); all Persons who have filed notices of appearance in the Reorganization Case; all Persons known to have provided general or professional liability insurance to the Debtor; the Diocese Parties; and the Ursuline Sisters of the Western Province (a/k/a Ursuline Western Province), Ursuline Covent of the Holy Family, Ursuline Convent of Our Lady of Santa Rosa Ursuline Corporation (collectively, the "Province"); by first-class U.S. mail at the address shown on their proofs of claim or to their counsel of record (with a single notice to any counsel of record who represents multiple Tort Claimants constituting notice to all that counsel's clients who are Tort Claimants) or, if no proof of claim was filed, then by first-class U.S. mail at the address on Debtor's schedules. Counsel for each Tort Claimant was served by first-class U.S. mail, or email if such counsel has agreed to accept service by email. The Diocese also served potential Tort Claimants based on post-petition inquiry, even if not scheduled or the subject of a proof of claim, to the extent known to the Diocese. The Diocese served any and all co-defendants and their counsel (to the extent of record) in any pre-petition litigation brought by Tort Claimants at the last address shown on any filed appearance or, if such co-defendant is proceeding *pro-se*, then to the last address of record for such *pro-se* co-defendant. The Debtor also provided adequate notice to all other parties-in-interest by publication twice in the following newspapers and publications: *USA Today* (National Publication), *Montana Standard*, *Indian*

Country Today magazine, *Blaine County Journal*, *Glacier Reporter*, *Independent Record*, *Billings Gazette*, *Bozeman Daily Chronicle*, *Daily Interlake*, *Missoulian*, *Havre Daily News*, *Charkoosta News*, *Spokesman Review*, *Great Falls Tribune*, *Philipsburg Mail*, *Cut Bank Pioneer Press*, and *Butte Weekly*.

8. No other or further notice is necessary. Notice of the Settlement Agreement and Motion is sufficient to bind, with respect to the relief ordered herein, all known and unknown creditors and claimants, including, without limitation, the FCR and all Persons whose claims and Interests he represents, and all Persons who receive non-publication notice pursuant to paragraph 7 of this Order. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all known claimants and all parties-in-interest. As to unknown creditors, the publication notice was “reasonably calculated, under all circumstances, to apprise interested parties of the pendency of the action and afford them the opportunity to present their objections.” *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). Notice to an attorney of a Tort Claimant or co-defendant of the Diocese sued by a Tort Claimant constitutes notice to the claimant or co-defendant represented by the attorney.

Sound Business Judgment and Reasonableness

9. The relief requested in the Motion is in the best interests of the Debtor, its creditors, the holders of all Claims, including, without limitations, the Tort Claimants, and other parties-in-interest. The Debtor has demonstrated good, sufficient, and sound business purposes, cause, and justifications for the relief requested in the Motion and the approval of the transaction contemplated thereby. The settlement and compromise with the Settling Insurers embodied in the Settlement Agreement, including, without limitation, the sale of the Policies and the release of claims as set forth therein are within the reasonable range of litigation outcomes if the Diocese

and other releasing Diocese Parties were to litigate the matters resolved pursuant to this Order and represent fair and reasonable consideration for the sale of the Policies and release of claims as set forth therein. The transactions contemplated by the Motion and Settlement Agreement are in compliance with, and satisfy the requirements for, approval of a settlement or compromise pursuant to Bankruptcy Rule 9019 and all applicable provisions of the Bankruptcy Code, including, without limitation, Sections 105(a) and 363 of the Bankruptcy Code, and applicable non-bankruptcy laws.

Good Faith of Insurance Policy Purchaser

10. The Settlement Agreement was negotiated and proposed, and has been entered into by the Parties, in good faith, from arm's length bargaining positions, and without fraud or collusion. The Parties were represented by counsel. The sale consideration and other consideration to be realized by the Diocese Parties pursuant to the Settlement Agreement is fair and reasonable. The Settling Insurers are good faith purchasers for value within the meaning of 11 U.S.C. § 363(m) and are entitled to the protection thereof, and neither the Settlement Agreement nor the transactions contemplated thereby are subject to avoidance under 11 U.S.C. § 363(n). None of the Diocese, the other releasing Diocese Parties, or the Settling Insurers have engaged in any conduct that would cause or permit the Settlement Agreement, or the sale of the Policies, to be avoided under 11 U.S.C. § 363(n) or that would prevent the application of 11 U.S.C. § 363(m) or cause the application of 11 U.S.C. § 363(n). Furthermore, in the absence of a stay pending appeal, if any, the Settling Insurers will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in consummating the contemplated transactions at any time after entry of this Order.

Satisfaction of Section 363 and Other Bankruptcy Code Requirements

11. The transactions contemplated by the Motion and the Settlement Agreement are in compliance with and satisfy all applicable provisions of the Bankruptcy Code, including, without limitation, 11 U.S.C. § 363.

12. The Diocese may sell the Policies free and clear of all Interests under 11 U.S.C. § 363(f) because, in each case, one or more of the criteria set forth in sections 11 U.S.C. § 363(f)(1)-(5) have been satisfied. Those holders of Interests against any of the Policies and/or Claims thereunder who did not object, or who withdrew their objections, to the Motion or the relief requested therein are deemed to have consented pursuant to 11 U.S.C. § 363(f)(2). Each holder of an Interest in the Policies, including, without limitation any Claim thereunder, can be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such Interest as contemplated by 11 U.S.C. § 363(f)(5). The claims and Interests held by Persons whose Interests are represented by the FCR are “claims” within the meaning of Section 101(5) of the Bankruptcy Code.

13. The sale of the Policies provides claimants, including, without limitation Tort Claimants, with adequate protection. In particular, the Tort Claimants will receive compensation for their Claims from the Trust being created pursuant to the Plan contemplated by the Settlement Agreement. Accordingly, the sale of the Policies free and clear of all Interests satisfies the statutory prerequisites of 11 U.S.C. § 363(f). Moreover, a non-settling insurer, if any, may assert Claims for contribution, indemnity, subrogation, or similar relief against the Trust as set forth under the Settlement Agreement.

Releases

14. In light of the terms of the Settlement Agreement, it is reasonable and appropriate for the Diocese and other releasing Diocese Parties to provide the releases set forth in the Settlement Agreement. These releases comply with the Bankruptcy Code and other applicable

laws. The consideration given by the Settling Insurers hereunder constitutes valid and valuable consideration for the releases by the Diocese and other releasing Diocese Parties.

No Successor Liability

15. The transfer pursuant to the Settlement Agreement of the Policies does not and will not subject or expose any of the Insurer Parties to any liability, claim, cause of action, or remedy by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based on, in whole or in part, directly or indirectly, including, without limitation, any theory of tort, creditors' rights, equity, antitrust, environmental, successor or transferee liability, labor law, de facto merger, or substantial continuity.

16. No common identity of officers or directors exists between the Insurer Parties, and the Diocese and other releasing Diocese Parties, other than Bishop George Leo Thomas, Bishop of Helena, who is on the Board of Trustees of Catholic Mutual, and who at all times dealt with and negotiated with Catholic Mutual on behalf of the Debtor at arms-length and in good faith through counsel for the Debtor and the Debtor's other advisors.

17. The Settling Insurers are purchasing the Policies pursuant to the Settlement Agreement and this Order. The Settling Insurers are not purchasing any other assets of the Diocese and other releasing Diocese Parties. The Insurer Parties shall not have any responsibility or liability with respect to any of the other assets of the Diocese and other releasing Diocese Parties.

18. A sale of the Policies other than one free and clear of all Interests would impact adversely on the Diocese and creditors and would be of substantially less benefit to the estate of the Diocese.

Channeling Injunction and Supplemental Injunction

19. Issuing a Channeling Injunction and Supplemental Injunction under 11 U.S.C. §§ 105(a) and 363 is essential to the reorganization of the Diocese. The Diocese and the Settling Insurers have agreed that a Channeling Injunction and a Supplemental Injunction are necessary prerequisites for their implementing the terms and conditions of the Settlement Agreement, and the Settling Insurers will not consummate the sale of the Policies in the absence of a Channeling Injunction and a Supplemental Injunction from this Court. Due and adequate notice of the Channeling Injunction and Supplemental Injunction has been provided by the notice of the Motion.

20. The Insurer Parties shall be entitled to the benefit of the Channeling Injunction and Supplemental Injunction in the Plan Confirmation Order, providing that, pursuant to 11 U.S.C. §§ 105(a) and 363, any and all Persons who now hold or who may in the future hold Interests of any kind or nature against the Diocese, the other releasing Diocese Parties, the Insurer Parties (or any Person insured by any of the Insurer Parties in connection with any Interest or Claim arising from or related to the same personal injuries or damages asserted by Tort Claimants in this case, in any jurisdiction), or the Policies that, directly or indirectly, arise from, relate to or are in connection with the Policies, any Tort Claims or any Related Insurance Claims are permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, to assert, enforce or attempt to assert or enforce any such Interests against any of the Insurer Parties (or any Person insured by any of the Settling Insurers in connection with any Interest or Claim arising from or related to the same personal injuries or damages asserted by Tort Claimants in this case, in any jurisdiction), and/or the Policies. Nothing in this paragraph shall bind the Court as to approval of such injunctions in the Plan.

For all of the foregoing reasons and after due deliberation, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

- A. The Motion is GRANTED and APPROVED in all respects.
- B. The Settlement Agreement and each of its terms and conditions are hereby approved in all respects.
- C. For the reasons set forth herein and on the record at the Hearing, all objections to the Motion and the relief requested therein and/or granted in this Order that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections are overruled on the merits.
- D. The Diocese is authorized, empowered, and directed to enter into the Settlement Agreement, pursuant to 11 U.S.C. § 363(b) and other applicable provisions of the Bankruptcy Code, to sell, transfer, and convey its Interest in the Policies to the respective Settling Insurers in accordance with the terms and subject only to the conditions specified herein and in the Settlement Agreement. The transfer by the Diocese and other releasing Diocese Parties of their respective Interests in the Policies shall vest the respective Settling Insurers with all right, title, and Interest in and to the Policies, free and clear of all rights and Interests, including, without limitation all Tort Claims, Related Insurance Claims, reimbursement obligations for Conditional Payments under the MSPA, and Claims by other insurers for contribution, indemnity, subrogation, or similar relief whether arising before or after commencement of this Reorganization Case and whether arising by Settlement Agreement, understanding, law, equity, or otherwise.
- E. The terms of the Settlement Agreement are approved in their entirety, and this Order shall be binding upon the Diocese, all creditors of and claimants against the Diocese, other

releasing Diocese Parties, all Tort Claimants, all insurers who received notice of the Motion, the FCR and all Persons whose Interests he represents, the Province, all parties and co-defendants in pre-petition actions by Tort Claimants against the Diocese, and all other Persons as set forth in paragraph 7 *supra*, and each of their successors and assigns. The sale of the Policies to the Settling Insurers shall constitute a legal, valid, and effective transfer of the Policies and shall vest the Settling Insurers with all right, title, and Interests in and to the Policies free and clear of all rights, claims, and Interests, effective as of the Effective Date. The sale of the Policies to the Settling Insurers is subject to the Conditions Precedent to Settlement Agreement set forth in the Settlement Agreement.

F. The \$10,901,500 cash purchase price under the Settlement Agreement shall be paid by the Settling Insurers as provided in the Settlement Agreement.

G. The releases in the Settlement Agreement comply with the Bankruptcy Code and all applicable state laws. The Settlement Agreement terminates the Policies pursuant to its terms, and the Policies are of no further force and effect.

H. The sale of the Policies to the Settling Insurers under the Settlement Agreement will constitute transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the State of Montana.

I. The Diocese and other releasing Diocese Parties and the Insurer Parties are each hereby authorized to take all actions and execute all documents and instruments that the Diocese, the other releasing Diocese Parties, and the Insurer Parties deem necessary or appropriate to implement and effectuate the transactions contemplated by the Settlement Agreement.

J. Pursuant to 11 U.S.C. §§ 105(a) and 363(f), as provided by the Settlement Agreement, the Policies shall be and hereby are transferred to the respective Settling Insurers.

free and clear of all liens, claims, encumbrances and Interests of any Person, including, without limitation all rights and Interests of the Diocese; the other releasing Diocese Parties; any other Person claiming by, through, or on behalf of the Diocese; any other insurer; any Tort Claimant; and all co-defendants in any pre-petition litigation brought by Tort Claimants and the Province; whether arising prior to or subsequent to the commencement of the Reorganization Case, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, Interests in the Policies that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the Interest of the bankruptcy estate or the Settling Insurers, as the case may be, in the Policies).

K. The Insurer Parties shall be treated as “Settling Insurers” under the Plan and shall be afforded (a) all of the rights, interests, and benefits of Settling Insurers designated under the Plan and Plan Confirmation Order as Settling Insurers including, without limitation the Channeling Injunction, the Supplemental Injunction, and other rights, benefits and interests set forth in Article ____ of the Plan.

L. The Settling Insurers are good faith purchasers of the Policies and are entitled to (and are hereby granted) all of the protections provided to good faith purchasers under 11 U.S.C. § 363(m). The transactions contemplated by the Settlement Agreement shall not be subject to avoidance under 11 U.S.C. § 363(n). All Persons are hereby enjoined from commencing or continuing an action seeking relief under 11 U.S.C. § 363(n) with respect to the Settlement Agreement and the transactions contemplated thereby.

M. The Insurer Parties are not, and shall not be deemed to be, a successor to the Diocese and other releasing Diocese Parties by reason of any theory of law or equity or as a result of the consummation of the transactions contemplated in the Settlement Agreement or

otherwise. The Insurer Parties shall not assume any liabilities of the Diocese and other releasing Diocese Parties.

N. Pursuant to Fed. R. Bankr. P. 9019, the releases and provisions set forth in the Settlement Agreement are expressly approved. All of the Claims released therein are hereby dismissed and forever released effective as set forth under the Settlement Agreement.

O. If the Court approves a plan of reorganization for the Diocese that is consistent with the Settlement Agreement, such plan shall provide that the Trust is bound by the Settlement Agreement, and will include the Channeling Injunction and Supplemental Injunction, will provide for the relief specified in the Settlement Agreement and will provide for the use of the Settlement Amounts as set forth under the Settlement Agreement. In addition, any injunction in such plan that channels Tort Claims to the Trust will include the Insurer Parties as a third party entitled to its benefits and protections.

P. This Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing and shall not be stayed under Fed. R. Bankr. P. 6004(h) or any other applicable provision.

Q. This Court shall retain exclusive jurisdiction to interpret and enforce the provisions of the Settlement Agreement and this Order in all respects and further to hear and determine any and all disputes between the Diocese and/or other releasing Diocese Parties and/or the Insurer Parties, as the case may be, and any other Person; provided, however that in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the Settlement Agreement or this Order, such abstention, refusal, or lack of jurisdiction shall have no effect upon, and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

In the event this case has been closed, there shall be a right to have this case reopened upon *ex parte* motion or application for such purposes.

R. The failure to specifically include any particular provision of the Settlement Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Settlement Agreement be authorized and approved in its entirety.

S. The provisions of this Order are nonseverable and mutually dependent.

T. This Order shall inure to the benefit of the Insurer Parties, the Diocese, the other releasing Diocese Parties and their respective successors and assigns and shall be binding upon the Diocese and other releasing Diocese Parties.

U. Each and every federal, state, and local governmental agency or department is hereby directed to accept for filing, recording or otherwise any and all documents and instruments necessary and appropriate to consummate and/or evidence the transactions contemplated by the Settlement Agreement and this Order.

Date: _____, 2014

United States Bankruptcy Judge

EXHIBIT 9
to Settlement Agreement, Release, and Policy Buyback

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MONTANA

In re:

Roman Catholic Bishop of Helena, Montana,
a Montana Religious Corporation Sole
(Diocese of Helena),

Debtor-In-Possession.

Case No. 14-60074

Chapter 11

**ORDER APPROVING FORM AND MANNER OF NOTICE (INCLUDING
PUBLICATION NOTICE) REGARDING INSURANCE SETTLEMENT, RELEASES,
AND POLICY BUYBACKS WITH AMERICAN HOME, CATHOLIC MUTUAL,
FIREMAN'S FUND, MONTANA INSURANCE GUARANTY ASSOCIATION,
ONEBEACON, AND TRAVELERS**

The Motion of the Roman Catholic Bishop of Helena, Montana (the "Debtor") for Approval of Form and Manner of Notice (Including Publication Notice) Regarding Insurance Settlements and Policy Buybacks (ECF No. [____]) (the "Procedures Motion") came before the Court. Based on the Court's review of the Procedures Motion and the Exhibits thereto, and the Court having found due and adequate notice having been given; and that there were no objections filed; and good cause appearing to grant the relief requested in the Procedures Motion, it is hereby

ORDERED:

1. The Procedures Motion is GRANTED.
2. The form of the notices attached to the Procedures Motion as Exhibits A and B and the manner of the notice of the Insurance Settlement Approval Motion described in the Procedures Motion are hereby approved.
3. The Debtor shall cause the publication notice to be published in an eighth of a page advertisement in the following newspapers, as follows: twice in (a) *USA Today (National*

Edition) and (b) Montana Standard, Indian Country Today magazine, Blain County Journal, Glacier Reporter, Helena Independent Record, Billings Gazette, Bozeman Daily Chronicle, Daily Interlake, Missoulian, Havre Daily News, Chalkoosta, Spokesman Review, Great Falls Tribune, Philipsburg Mail, Butte Montana Standard, Cutbank Pioneer Press, and Butte Weekly. The publication notice shall be published for the first time in the above newspapers no later than thirty (30) days before the hearing on the Insurance Settlement Approval Motion, and for a second time in the above newspapers no later than twenty (20) days before the hearing on the Insurance Settlement Approval Motion.

EXHIBIT 10
to Settlement Agreement, Release, and Policy Buyback

The Plan and Plan Confirmation Order shall include the "Plan Channeling Injunction" as follows:

Channeling Injunction Preventing Prosecution of Channeled Claims Against Diocese Parties and Insurer Parties. In consideration of the undertakings of the Diocese Parties and Insurer Parties, pursuant to their respective settlements with the Debtor, the funding of the Trust, other consideration, and to further preserve and promote the agreements between and among the Diocese Parties and Insurer Entities, and the protections afforded the Diocese Parties and Insurer Parties, and pursuant to section 105 of the Bankruptcy Code:

- (a) any and all Channeled Claims are channeled into the Trust and shall be treated, administered, determined, and resolved under the procedures and protocols and in the amounts as established under the Plan and the Trust agreement as the sole and exclusive remedy for all holders of Channeled Claims; and
- (b) all Persons who have held or asserted, hold or assert, or may in the future hold or assert, any Channeled Claim are hereby permanently stayed, enjoined, barred and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim against the Diocese Parties or the Insurer Parties, including:
 - (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to any Channeled Claim against any Diocese Parties and Insurer Parties, or against the property of any Diocese Parties and Insurer Parties;
 - (ii) enforcing, attaching, collecting or recovering, by any manner or means, from any Diocese Parties and Insurer Parties, or from the property of any Diocese Parties and Insurer Parties, with respect to any such Channeled Claim, any judgment, award, decree, or order against any Diocese Parties and Insurer Parties, or other Person;
 - (iii) creating, perfecting or enforcing any lien of any kind against any Diocese Parties and Insurer Parties, or the property of any Diocese Parties and Insurer Parties, with respect to any such Channeled Claim; and
 - (iv) asserting, implementing or effectuating any Channeled Claim of any kind against:
 - (1) any obligation due any Diocese Parties and Insurer Parties;
 - (2) any Diocese Parties and Insurer Parties; or
 - (3) the property of any Diocese Parties and Insurer Parties.

To the extent not otherwise enjoined in Section [], assertion and enforcement of Channeled Claims, and any attempt to assert or enforce such Claims (including those claims released or to be released pursuant to Section 2.5.3.7 of the Settlement Agreement), by any Person, against the Insurer Parties is hereby permanently stayed, enjoined, barred, and restrained.

The Insurer Parties are entitled to and hereby shall receive the benefits and protections of

the injunctions in Sections [] of the Plan as if Sections [] of the Plan applied specifically to the Insurer Parties and other settling insurers.

EXHIBIT 11
to Settlement Agreement, Release, and Policy Buyback

The Plan and Plan Confirmation Order shall include the "Supplemental Injunction" as follows:

Supplemental Injunctions Preventing Prosecution of Tort Claims Against Insurer Parties. Pursuant to sections 105(a) and 363 of the Bankruptcy Code and in consideration of the undertakings of the Insurer Parties pursuant to the Agreement, including any of the Insurer Entities' purchases of Policies from the Debtor free and clear of all Interests pursuant to section 363(f) of the Bankruptcy Code, any and all Persons who have held, now hold or who may in the future hold any Interests (including all debt holders, all equity holders, governmental, tax and regulatory authorities, lenders, trade and other creditors, Tort Claimants, holders of Future Tort Claims, other insurers, and all others holding Interests of any kind or nature whatsoever, including those claims released or to be released pursuant to Section 2.5.3.7 of the Agreement) against any of the Diocese Parties, Insurer Parties (or any Person insured by any of the Insurer Parties in connection with any Interest or Claim arising from or related to the same personal injuries or damages asserted by Tort Claimants in this case, in any jurisdiction) or the Policies that, directly or indirectly, arise from, relate to or are in connection with any of the Policies, any Tort Claims or any Related Insurance Claims, are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, to assert, enforce or attempt to assert or enforce any such Interest against the Insurer Parties (or any Person insured by any of the Insurer Parties in connection with any Interest or Claim arising from or related to the same personal injuries or damages asserted by Tort Claimants in this case, in any jurisdiction) and/or the Policies.

Notwithstanding the foregoing, nothing in this Exhibit 11 shall be construed to include any Claim against the Ursuline Sisters of the Western Province (a/k/a Ursuline Western Province), Ursuline Convent of the Holy Family, Ursuline Convent of Our Lady or Santa Rosa Ursuline Corporation.

EXHIBIT 12
to Settlement Agreement, Release, and Policy Buyback

1. Butte Girls' Central
2. Carroll College
3. Carroll College Foundation
4. Catholic Cemeteries
5. Catholic Cemetery Association (Holy Cross Cemetery, Dwelling, St. Patrick's Cemetery)
6. Catholic Cemetery of Butte
7. Catholic Charities (Bank or Office, Residence, Boarding House)
8. Catholic Charities / St. Vincent DePaul (Retail Store)
9. Catholic Charities of Montana, Inc.
10. Catholic Charities, Inc.
11. Catholic Social Services for Montana, Inc. (includes Helena and Billings locations)
12. Central Educational Foundation of Silver Bow
13. Christian Brothers High School
14. Flathead Association for Catholic Education
15. Handmaids of Mary
16. Legendary Lodge - Catholic Boys Camp
17. Loyola High School
18. Loyola-Sacred Heart High School Foundation
19. Montana Catholic Conference, Inc.
20. Resurrection Cemetery, Inc.
21. Sisters of Charity of Providence
22. St. Helena Cathedral Foundation, Inc.
23. Foundation for the Diocese of Helena (f/k/a Western Montana Catholic Foundation)

24. Vincent de Paul Thrift Store
25. Bishop Eldon F. Curtiss
26. Bishop Raymond G. Hunthausen;
27. Anaconda Catholic Community
28. Bishops' Residence (and Office)
29. Blessed John Paul II Parish
30. Blessed Sacrament Mission
31. Blessed Trinity Parish
32. Butte Catholic Community Central
33. Butte Catholic Community North
34. Chapel of the Ascension Mission
35. Christ the King Parish
36. Flint Creek Catholic Community
37. Georgetown Lake Mission
38. Guardian Angel Mission
39. Holy Cross Parish, including Missions in Canton, MT, and Toston, MT
40. Holy Family Parish, including St. Mary's Mission in Logan, MT and the Mission in Manhattan, MT
41. Holy Rosary Parish including Mission
42. Holy Savior Parish
43. Holy Spirit Catholic Community
44. Immaculate Conception Mission (Judith Gap)
45. Immaculate Conception Mission (Troy)
46. Immaculate Conception Parish (Butte)
47. Immaculate Conception Parish (Deer Lodge)
48. Immaculate Conception Parish (Polson)
49. Immaculate Conception Parish including Mission (Wolf Creek)
50. Lima Mission
51. Living Water Mission
52. Madison County Catholic Community
53. Notre Dame Mission
54. Noxon Mission
55. Our Lady of Mercy Parish
56. Our Lady of Swan Valley Mission
57. Our Lady of the Lake Mission
58. Our Lady of the Pines
59. Our Lady of the Valley
60. Our Lady of Wisdom Mission
61. Parish of the Little Flower including Mission
62. Resurrection Parish
63. Risen Christ Parish
64. Sacred Heart Mission
65. Sacred Heart Mission (Arlee)
66. Sacred Heart Mission (Hot Springs)
67. Sacred Heart Mission (Wolf Creek)

68. Sacred Heart Parish (Butte)
69. Sacred Heart Parish including St. Joseph Mission in D'Aste, MT
70. Spirit of Christ Mission
71. Ss. Cyril & Methodius Parish including St. John's Mission in Clancy, MT and St. Mary's Mission in Marysville, MT
72. St. Albert the Great Mission
73. St. Anne Parish
74. St. Ann's Parish (Bonner)
75. St. Ann's Parish (Butte)
76. St. Anthony's Parish
77. St. Bartholomew's Parish including Mission in Ringling, MT
78. St. Catherine's Parish including Mission
79. St. Charles Borromeo Parish
80. St. Charles Parish
81. St. Francis of Assisi Parish
82. St. Francis Parish (Hamilton)
83. St. Francis Parish including Holy Cross Mission in Dupuyer, MT and Sacred Heart Mission in Williams, MT
84. St. Francis Xavier Parish
85. St. Helena Parish including Cathedral, Rectory, Grade Schools, Convent, Resurrection Cemetery, Dwelling, and Cathedral High School
86. St. Helena Parish including Mission in Brown's Gulch, MT
87. St. Ignatius Mission Parish
88. St. James Parish including Missions in Paradise, MT; Camas Hot Springs, MT; and, Townsite of Thompson Falls, MT
89. St. John Berchmans Mission
90. St. John Mission
91. St. John the Apostle Mission
92. St. John the Baptist Parish including Mission in Deborgia, MT and St. Mary's Mission in Superior, MT
93. St. John the Evangelist Mission
94. St. John the Evangelist Parish (Butte)
95. St. John the Evangelist Parish (Fairfield)
96. St. John Vianney
97. St. John's Parish including Guardian Angel Mission in Power, MT and Blessed Sacrament Mission in Dutton, MT
98. St. Joseph Mission (Charlo)
99. St. Joseph Mission (Florence)
100. St. Joseph of Big Sky Mission
101. St. Joseph Parish (Sheridan)
102. St. Joseph's Parish (Anaconda)
103. St. Joseph's Parish (Butte)
104. St. Joseph's Parish including Immaculate Conception Mission in Troy, MT
105. St. Joseph's Parish including Missions in Judith Gap, MT and Shawmuit, MT
106. St. Joseph's Parish including St. Mathias Mission, and St. Patrick's Mission in

Bynum, MT

- 107. St. Jude the Apostle Mission
- 108. St. Lawrence Parish
- 109. St. Margaret's Parish
- 110. St. Mary Mission (Babb)
- 111. St. Mary Mission (Gold Creek)
- 112. St. Mary of the Assumption including St. Joseph Mission in Sheridan, MT and Montana Mission in Ennis, MT

- 113. St. Mary Queen of Heaven Mission
- 114. St. Mary's Parish (Stevensville)
- 115. St. Mary's Parish (Butte)
- 116. St. Mary's Parish (Helena)
- 117. St. Mary's Parish including Mission in Florence, MT
- 118. St. Matthew's Parish
- 119. St. Matthias Mission
- 120. St. Michael's Parish (Conrad)
- 121. St. Michael's Parish (Drummond)
- 122. St. Michael's Parish including St. Mary's Mission, St. Patrick's Mission, and St. Theodore Mission

- 123. St. Patrick Parish
- 124. St. Patrick's Church
- 125. St. Patrick's Parish
- 126. St. Paul's Parish
- 127. St. Peter's Parish including Anaconda Central High School
- 128. St. Philip Benizi Mission
- 129. St. Phillip's Parish
- 130. St. Richard's Parish including St. Ann's Mission and St. Catherine's Mission
- 131. St. Rose of Lima Parish including St. John the Apostle Mission
- 132. St. Teresa's Parish including Notre Dame Mission in Twin Bridges, MT
- 133. St. Theodore Mission
- 134. St. Thomas Aquinas Church including St. Norbert's Mission in Kevin, MT
- 135. St. Thomas Aquinas Mission
- 136. St. Thomas Parish
- 137. St. Thomas the Apostle Parish
- 138. St. William Parish (Dutton)
- 139. St. William Parish (Shelby)
- 140. St. William Parish (Thompson Falls)
- 141. St. William-Guardian Angel Catholic Community
- 142. West Glacier Mission