

EXHIBIT F

DEPOSIT AND LOAN RESTORATION TRUST AGREEMENT

DEPOSIT AND LOAN RESTORATION TRUST AGREEMENT

This Trust Agreement ("Trust Agreement") is effective as of the Effective Date of the Plan of Reorganization (together with any and all amendments thereto, all exhibits and schedules thereto and all documents incorporated by reference therein, as the same may be amended, modified or supplemented from time to time in accordance with the terms and provisions thereof, (collectively, the "Plan") in *In re The Roman Catholic Diocese of Helena* (Bankr. D. MT.), Case No. 14-60074.

This Trust Agreement is entered into pursuant to the Plan.

RECITALS

A. On the Petition Date, the Roman Catholic Bishop of Helena (the "Debtor") filed a voluntary petition under chapter 11 of the Bankruptcy Code. The Debtor continued in possession of its property and has continued to operate and manage its business as Debtor in Possession pursuant to Section 1107(a) and 1108 of the Bankruptcy Code.

B. On _____, 2015, the Bankruptcy Court entered an order confirming the Plan (the "Confirmation Order"). Copies of the Plan and the Confirmation Order are attached hereto as **Exhibits "A" and "B,"** respectively, and the Plan and the Confirmation Order are incorporated into this Trust Agreement by this reference.

D. The Plan provides for the creation of The Deposit and Loan Trust (the "Trust") and the transfer and assignment to the Trust of the Trust Assets.

E. The Trustees have a list setting forth the Holders of Claims filed and/or scheduled that are classified in Class 11.

NOW, THEREFORE, pursuant to the Plan and the Confirmation Order, in consideration of the premises and the provisions in the Plan, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Trustees agree as follows:

ARTICLE I

DEFINITIONS

1.1 Defined Terms. Unless otherwise stated herein, capitalized terms used in this Trust Agreement shall have the meanings assigned to them in the Plan. Terms defined in the Bankruptcy Code, and not otherwise specifically defined in the Plan or herein, when used herein, have the meanings attributed to them in the Bankruptcy Code.

1.2 Additional Defined Terms. As used herein, the following terms shall have the meanings set forth below, unless the context otherwise requires:

1.2.1 "Trust Agreement" shall have the meaning set forth in the introductory paragraph hereof.

1.2.2 "Beneficiary" means the Holder of a Trust Interest, which is also, prior to the Effective Date, the Holder of a Claim in Class 11 of the Plan.

1.2.3 "Holder" means, depending on the context, any Person holding a Deposit and Loan Fund Claim.

ARTICLE II

NAME OF THE TRUST

2.1 The trust created by this Trust Agreement shall be known as the "The Deposit and Loan Restoration Trust" and referred to herein as the "Trust."

ARTICLE III

APPOINTMENT AND ACCEPTANCE OF TRUSTEES

3.1 John Amsden, Jim Carney, and Charlie Harball hereby accept the trusteeship of the Trust created by this Trust Agreement and the grant, assignment, transfer, conveyance and delivery of assets to the Trust, subject to the terms and conditions set forth in the Plan, the Confirmation Order and this Trust Agreement. The Trustees shall have all the rights, powers and duties set forth in the Plan and this Trust Agreement and available under applicable law for accomplishing the purposes of the Trust. The Trustees' powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purpose of the Trust and not otherwise, and in accordance with applicable law. The Trustees shall have the authority to bind the Trust within the limitations set forth herein, but shall for all purposes hereunder be acting in the capacity as Trustees, and not individually.

ARTICLE IV

DECLARATION AND ESTABLISHMENT OF THE TRUST

4.1 Pursuant to the Plan and the Confirmation Order, the Trust is created and the Debtor irrevocably transfers, absolutely grants, assigns, conveys, sets over, and delivers to the Trustees, and at such times as is set forth in the Plan, all of its right, title and interest in and to the Trust Assets to be held in trust and for the uses and purposes stated herein and in the Plan. The Trustees hereby agree to accept and hold the Trust Assets in trust for the Beneficiaries subject to the terms of the Plan and this Trust Agreement and, on behalf of the Trust. The Trustees are hereby authorized to file with the governmental authorities any documents necessary or helpful to establish the Trust.

ARTICLE V

CORPUS OF THE TRUST

5.1 The assets of the Trust (the “Trust Assets”) shall include all property transferred to the Trust pursuant to the Plan including:

5.1.1 All sums transferred to the Trust pursuant to the Plan or future orders of the Bankruptcy Court;

5.1.2 All rights of every kind, nature and description transferred to the Trust pursuant to the Plan or future orders of the Bankruptcy Court or otherwise belonging to the Trust;

5.1.3 The Deposit and Loan Fund Transferred Assets set forth in Schedule 2.38(a) to the Plan;

5.1.4 All income and sale proceeds derived from any of the above assets of the Trust; and

5.1.5 All of the right, title, powers of appointment and interest of the Debtor in the assets of and loans to the Resurrection Cemetery Association (hereinafter “RCA”), a Montana not-for-profit corporation, including in particular all interest of the Debtor in the RCA property and proceeds of the sale and lease thereof from said RCA property located in Lewis and Clark County, Montana; expressly subject to payment provisions of that certain loan agreement of Placid Enterprises, LLC, a Montana limited liability company, and the Debtor, and as may be modified in the future, and the RCA’s reasonable and necessary expenses in the operation of the cemeteries in Helena, Montana; Missoula, Montana; and Butte, Montana, under its control and ownership.

5.2 From and after the Effective Date of the Plan, pursuant to, and at such times set forth in the Plan, title to and all rights and interests in the Trust Assets shall be transferred to the Trust free and clear of all Liens, Claims, encumbrances or interests of any kind in such property of any other Person (including all Liens, Claims, encumbrances or interests of creditors of or Holders of Claims against or Interests in the Debtor) in accordance with Sections 1123, 1141 and 1146(a) of the Bankruptcy Code, except as otherwise expressly provided for in the Plan. The Trustees, on behalf of the Trust, shall receive the Trust Assets when they are transferred to the Trust.

5.3 Upon the transfer of the Trust Assets, the Trustees succeed to all of the Debtor’s and the Estate’s right, title and interest in the Trust Assets and the Debtor and the Estate will have no further right or interest in or with respect to the Trust Assets or this Trust, except as provided herein, in the Plan or the Confirmation Order.

ARTICLE VI

PURPOSE OF THE TRUST

6.1 On the Effective Date, and subject to the terms of the Plan, the Trust will assume all of the rights and duties of the Trust contemplated by the Plan.

6.2 The sole beneficiaries of the Trust are: (a) the Class 11 Claimants whose claims are not disallowed by the Bankruptcy Court. No other creditors have any right, title or interest in the Trust Assets.

ARTICLE VII

IRREVOCABILITY OF THE TRUST

7.1 The Trust shall be irrevocable. The Reorganized Debtor shall not alter, amend, revoke, or terminate the Trust. The Reorganized Debtor shall have no power or authority to direct the Trustee to return any of the Trust Assets to the Reorganized Debtor.

ARTICLE VIII

DISSOLUTION AND TERMINATION OF THE TRUST

8.1 The Trust shall become effective as of the Effective Date and shall remain and continue in full force and effect until entry of a final order of the judicial dissolution upon motion of the Trustee terminating the Trust. Upon entry of an order by the Bankruptcy Court authorizing dissolution of the Trust, the Trustees will promptly proceed to wind up the affairs of the Trust.

8.2 After the dissolution of the Trust and solely for the purpose of liquidating and winding up its affairs, the Trustees shall continue to act in such capacity until their duties hereunder have been fully performed. The Trustees shall retain the books, records and files that shall have been delivered to or created by the Trustees until distribution of all the Trust's assets. At the Trustees' discretion, all of such records and documents may be destroyed at any time following the later of (i) the first anniversary of the final distribution of the Trust's assets, and (ii) the date until which the Trustees are required by applicable law to retain such records and documents; provided that notwithstanding the foregoing the Trustees shall not destroy or discard any records or documents relating to the Trust without giving the Notice Parties reasonable prior written notice thereof.

8.3 Upon termination of the Trust, and provided that all fees and expenses of the Trust have been paid or provided for in full, the Trustees will deliver all funds and other investments remaining in the Trust, if any, including any investment earnings thereon, to a tax exempt charity; provided that such funds and investments shall not exceed Five Thousand Dollars (\$5,000.00).

8.4 The Court Order terminating the Trust shall provide, *inter alia*, for the discharge of the Trustees and their professionals, the exculpation of the Trustees and their professionals from liability, and the exoneration of the Trustees' bond, if there is one (except for acts or omissions resulting from the recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud of the Trustees or their designated agents or representatives).

ARTICLE IX

POWERS OF TRUSTEE

9.1 The Trustees are vested with all powers described in the Plan and necessary or appropriate to effectuate the purpose of the Trust and to carry out the duties of the Trustees as set forth in the Plan. These powers include, but are not limited to, the following:

9.1.1 Act as custodians of, receive, control, manage, liquidate, monetize and dispose of all Trust Assets for the benefit of the Beneficiaries as the Trustees deem appropriate to accomplish the purpose of the Trust, in accordance with the terms of this Trust Agreement, the Plan and the Confirmation Order.

(a) Pursuant to Section 1146(a) of the Bankruptcy Code, the delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with this Trust, including any deeds, bills of sale or assignments executed in connection with any disposition of assets contemplated by this Plan (i.e. the Properties), shall not be subject to any stamp tax, real estate transfer tax, excise tax, sales tax, use tax or other similar tax. This includes the sale of any of the properties by the Trust.

9.1.2 On 15 days' written notice to the Trust's beneficiaries, abandon any property which it determines in its reasonable discretion to be of *de minimis* value or otherwise burdensome to the Trust, including any pending adversary proceeding or other legal action, provided that if any Person to whom such notice is given provides a written objection to the Trustees prior to the expiration of such fifteen-day period with respect to the proposed abandonment of such property, then such property may be abandoned only pursuant to a Final Order of a court of competent jurisdiction after notice and opportunity for a hearing;

9.1.3 Protect and enforce the rights to the Trust Assets by any method deemed appropriate including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium, or similar law and general principles of equity;

9.1.4 File or cause to be filed, if necessary, any and all tax and information returns, and any other statements or disclosures relating to the Trust that are required to be filed by any governmental unit with respect to the Trust, and withhold and pay taxes properly payable by the Trust, if any;

9.1.5 Open and maintain bank accounts on behalf of the Trust, deposit funds therein, and draw checks thereon, as appropriate under the Plan, the Confirmation Order and this Trust Agreement;

9.1.6 Obtain all reasonably necessary insurance coverage with respect to any property that is or may in the future become Trust Assets.

9.1.7 The Trustees are empowered to incur on behalf of the Trust, and pay from the assets of the Trust, all fees, costs and expenses described in the Plan. These fees, costs and expenses include those incurred by the Trustees in maintaining and administering the Trust, including (a) the fees of bankruptcy management companies, (b) the fees and costs of Professional Persons employed by the Trustees, such as investment advisors, accountants, agents, managers, attorneys and contract attorneys, actuaries, or auditors, and (c) the premiums charged by insurers, including professional liability insurers, title insurers, and escrow agents.

9.1.8 The Trustees are empowered to comply with all requirements imposed by applicable law, rule, or regulation.

9.1.9 Distributions May Be Delayed to Wind Up Affairs of the Trust.

(a) Upon any event terminating the Trust, the right to distributions shall vest immediately, but the Trustees may defer distribution of property from the Trust for a reasonable time needed to wind up the affairs of the Trust, including time needed to provide for payment of debts and taxes.

9.1.10 Tax Returns.

(a) The Trustees shall cause the timely preparation, distribution and/or filing of any necessary tax returns and other documents or filings as required by applicable law and pay any taxes shown as due thereon and which are payable by the Trust by virtue of its existence and operations. Beneficiaries shall be responsible for the payment of any tax due on its own items of income, gain, loss, deduction or credit, if any.

(b) The Trustees shall pay out of the Trust Assets, any taxes imposed on the Trust or the Trust Assets.

9.1.11 Trust Division.

(a) The Trustees are authorized to and shall segregate the monetary Trust Assets into separate subaccounts, funds or reserves, for ease of administration, or for any tax election or allocation. Any segregation shall be made according to the fair market value of the assets of the Trust at the time of segregation; the appreciation or depreciation of the property allocated to each account or fund, including cash, shall be fairly representative of the appreciation or depreciation to the date of each segregation of all property available for allocation; and the segregation shall otherwise be in accordance with applicable tax law. Nothing in this provision shall restrict the Trustees' authority to pool such accounts or funds for investment purposes or require separate bank accounts for such accounts or funds.

9.2 Limitations on the Trustees.

9.2.1 Notwithstanding anything in this Trust Agreement to the contrary, the

Trustees shall not do or undertake any of the following:

- (a) guaranty any debt;
- (b) loan Trust Assets;
- (c) transfer Trust Assets to another trust with respect to which any of the Trustees serve as trustee;
- (d) make any transfer or Distribution of Trust Assets, other than those authorized under this Trust Agreement; and
- (e) provided, however, that the Trust shall retain the express authority to transfer sufficient real estate in exchange for limited partnership interests as is reasonably necessary to prudently manage the Trust Assets.

9.2.2 Notwithstanding anything in this Trust Agreement to the contrary, the Trustees, acting in their capacity as Trustees, other than to the extent necessary to preserve the liquidation value of the Trust Assets, shall not and shall not be authorized to engage in any trade or business, and shall take such actions consistent with the orderly liquidation of the Trust Assets as are required by applicable law, and such actions permitted hereunder. Notwithstanding any other authority granted herein, the Trustees are not authorized to engage in any investments or activities inconsistent with the treatment of the Trust as a Trust within the meaning of Treasury Regulations Section 301.7701-4(d) and in accordance with Rev. Proc. 94-45, 1994-2 C.B. 684.

9.2.3 The Trust shall not hold 50% or more of the stock (in either vote or value) of any Person that is treated as a corporation for federal income tax purposes, nor have any interest in an Person that is treated as a partnership for federal income tax purposes, unless such stock or partnership interest was obtained involuntarily or as a matter of practical economic necessity, including through foreclosure of security interests and execution of judgments, in order to preserve the value of the Trust Assets; provided, however, the Trust shall not hold more than 4.9% of the issued and outstanding securities of any public reporting company.

9.2.4 The Trustees shall be responsible for only that property delivered to it, and shall have no duty to make, nor incur any liability for failing to make, any search for unknown property or for any liabilities.

9.3 Perpetuities.

Notwithstanding any other provisions of this Trust Agreement, each trust hereby created, if not previously terminated under other provisions of this Trust Agreement, shall in any event terminate upon thirty five (35) years after the date of this Trust Agreement. Upon such termination, all the assets thereof shall be distributed pursuant to Article 5(b) above to the registry of the Bankruptcy Court.

9.4 Anti-Assignment Clause.

To the fullest extent permitted by law, neither the principal nor income of the Trust, in whole or part, shall be subject to claims of creditors of any beneficiary or others, nor to legal process, nor be voluntarily or involuntarily assigned, alienated or encumbered except as may be ordered by the Bankruptcy Court.

ARTICLE X

IMMUNITY AND INDEMNIFICATION OF TRUSTEE

10.1 Neither the Trustees nor any of their duly designated agents or representatives or professionals shall be liable for any act or omission taken or omitted to be taken by the Trustees in good faith, other than acts or omissions resulting from the recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud of the Trustee or his designated agents or representatives. The Trustees, in connection with the performance of their functions, and in their sole and absolute discretion, may consult with their attorneys, accountants, financial advisors and agents, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such Persons. Notwithstanding such authority, the Trustees shall be under no obligation to consult with their attorneys, accountants, financial advisors or agents, and their good faith determination to not do so shall not result in the imposition of liability on the Trustees, unless such determination is based on the Trustees' recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud.

10.2 The Trust shall defend, indemnify and hold the Trustees harmless from and against any and all uninsured claims, liabilities, costs, damages or expenses arising from any contract, obligation or liability made or incurred by the Trustees provided that the Trustees meet the standards of conduct set forth in Article 10.1. Nothing in this Section shall be construed or interpreted to limit in any way the protections and immunities, if any, afforded to the Trustees pursuant to federal and/or state statutory and common law. Notwithstanding the foregoing, this indemnification, obligation of defense and covenant to hold harmless shall not apply to any liability arising from a criminal proceeding where the Trustees have reasonable cause to believe that the conduct in question was unlawful.

10.3 The Trust shall defend, indemnify and hold the Trustees' professionals harmless from and against any and all uninsured claims, liabilities, costs, damages or expenses arising from services rendered to the Trustees provided that the Trustees' professionals meet the standards of conduct set forth in Article 10.1.

10.4 No recourse shall ever be had, directly or indirectly, against the Trustees personally, or against any employee, contractor, agent, attorney, accountant or other professional retained in accordance with the terms of this Trust Agreement by either the Trustees or the by legal or equitable proceedings or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or Trust Agreement whatsoever executed by the Trustees in implementation of this Trust Agreement, or by reason of the creation of any

indebtedness by the Trustees for any purpose authorized by this Trust Agreement, it being expressly understood and agreed that all such liabilities, covenants, and Trust Agreements of the Trust whether in writing or otherwise, shall be enforceable only against and be satisfied only out of the Trust Assets or such part thereof as shall under the term of any such Trust Agreement be liable therefore or shall be evidence only of a right of payment out of the Trust Assets. Notwithstanding the foregoing, the Trustees may be held liable for their recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud; and if liability on such grounds is established, recourse may be had against (a) the Trustees' bond or applicable insurance coverage, and, (b) to the extent not covered by such bond, directly against the Trustees.

ARTICLE XI

TRUSTEE COMPENSATION

11.1 Any professional or any Person retained by the Trustees pursuant to the Plan will be entitled to reasonable compensation for services rendered at a rate reflecting actual time billed by such professional or Person on an hourly basis, at the standard billing rates in effect at the time of service, or such other rate or basis of compensation that is reasonable and agreed upon by the Trustees.

11.2 Any and all reasonable and necessary costs and expenses incurred by the Trustees, the, and any professional or other Person retained by the Trustees, in performing its respective duties under this Trust Agreement, will be reimbursed by the Trustees from the Trust Assets.

ARTICLE XII

SUCCESSOR TRUSTEES

12.1 Vacancy Caused by Trustee or Trustees Resignation or Removal.

12.1.1 Trustee's Resignation. A Trustee may resign at any time. A Trustee shall file his or her written resignation as existing Trustee. The resignation shall take effect within thirty (30) days of delivery of the notice of resignation. The Trustee, by the earliest date possible, shall deliver to the Trustee's successor all of the Trust assets which were in the possession of the Trustee along with a complete record and inventory of all such assets.

12.1.2 Trustee's Removal. A court of competent jurisdiction may order the removal of a Trustee for good cause shown.

12.1.3 The death, resignation, or removal of the Trustee shall not operate to terminate the Trust created by this Trust Agreement or to revoke any existing agency (other than any agency of the Trustee as the Trustee) created pursuant to the terms of this Trust Agreement or invalidate any action taken by the Trustee, and the Trustee agrees that the provisions of this

Trust Agreement shall be binding upon and inure to the benefit of the Trustee and the Trustee's successors or assigns, as the case may be. In the event of the resignation or removal of the Trustee, the former Trustee promptly shall:

(a) execute and deliver by the effective date of resignation or removal such documents, instruments, and other writings as may be reasonably requested by the successor Trustee to effect the termination of the resigning or removed Trustee's capacity under this Trust Agreement and the conveyance of the Trust Assets then held by the resigning or removed Trustee to the successor Trustee;

(b) deliver to the successor Trustee all documents, instruments, records and other writings relating to the Trust Assets as may be in the possession or under the control of the resigning or removed Trustee; and

(c) otherwise assist and cooperate in effecting the assumption of the resigning or removed Trustee's obligations and functions by the successor Trustee.

12.1.4 The resigning, removed or departed Trustee hereby irrevocably appoints the successor Trustee (and the Interim Trustee) as its attorney-in-fact and agent with full power of substitution for it and its name, place and stead to do any and all acts that such resigning or removed Trustee is obligated to perform under this Trust Agreement. Such appointment shall not be affected by the subsequent disability or incompetence of the Trustee making such appointment.

12.2 Appointment of Successor Trustee.

12.2.1 Any vacancy in the office of a Trustee shall be filled by appointment by the remaining Trustees. If the remaining Trustees cannot agree on the appointment of a Successor Trustee to fill any vacancy, then that vacancy shall be filled by the Roman Catholic Bishop of Helena, Montana.

12.3 Acceptance of Appointment of Successor Trustee.

12.3.1 Any successor Trustee's acceptance of appointment as a successor Trustee shall be in writing and shall be filed with the Trust. The Trustee shall thereupon be considered a Trustee of the Trust without the necessity of any conveyance or instrument. Each successor Trustee shall have all of the rights, powers, duties, authority, and privileges as if initially named as a Trustee hereunder. Each successor Trustee shall be exempt from any liability related to the acts or omissions of the Trustee prior to the appointment of the successor Trustee.

12.4 Preservation of Record of Changes in Trustees.

A copy of each instrument of resignation, removal, appointment and acceptance of appointment shall be attached to an executed counterpart of this Trust Agreement.

ARTICLE XIII

INSTRUCTIONS TO TRUSTEE

13.1 In addition to the other duties set forth in the Plan or this Trust Agreement, the Trustees are hereby specifically directed to do the following:

13.1.1 Annual Financial Reports.

In lieu of compliance with applicable law regarding the Trustees' obligation to prepare accountings and/or reports, the Trustees shall prepare on behalf of the Trust annual (December 31) financial reports describing the then-remaining assets and the manner in which the assets of the Trust are then invested. The reports shall include an itemization of categories of expenses and corresponding amounts. The reports shall also include an estimate of the current market value of the invested assets of the Trust and a description of the obligations, income and expenses of the Trust. The Trustees may employ, but shall not be required to, valuation experts. The reports shall be prepared on an accrual basis.

ARTICLE XIV

GRANTOR TRUST ELECTION

14.1 The Debtor shall elect to treat the Trust as a grantor trust pursuant to Treasury Reg. § 1.468B-1(k). Payment of taxes, if any, attributable to Trust income shall be the obligation of the Trust.

ARTICLE XV

BENEFICIARIES

15.1 Identification of Beneficiaries; Allocation of Interests.

15.1.1 Trust Beneficiaries. The Beneficiaries are the parties identified in Section 6.3 of this Trust Agreement.

15.2 Names and Addresses. The Trustee shall keep a register (the "**Register**") in which the Trustees shall at all times maintain the names and addresses of the Beneficiaries.

15.3 Rights of Beneficiaries.

Each Beneficiary will be entitled to participate in the rights due to a Beneficiary hereunder and under the Plan. A Beneficiary shall have no title to, right to, possession of, management of, or control of the Trust Assets, or any right to call for a partition or division of the Trust Assets. Title to all the Trust Assets shall be vested in the Trustee, and the sole interest

of the Beneficiaries shall be the rights and benefits given to such Persons under this Trust Agreement and the Plan.

ARTICLE XVI

FINAL REPORT AND DISCHARGE OF TRUSTEE

16.1 Final Report. Prior to termination of the Trust, the Trustees shall prepare a final report (the "**Final Report**"), which shall contain the following information: (i) all Trust Assets including assets originally charged under the Trustees' control; (ii) all funds transferred into and out of the Reserves; (iii) an accounting of all purchases, sales, gains, losses, and income and expenses in connection with the Trust Assets during the Trustees' term of service (including any predecessor Trustee or Trustees); (iv) a statement setting forth the total Distributions to the Beneficiaries (but not the Distributions to individual Beneficiaries); (v) the ending balance of all Trust Assets; (vi) a narrative describing actions taken by the Trustees in the performance of its duties which materially affect the Trust; and (vii) schedule(s) reflecting that:

(a) all Trust Assets (including Claims and/or Defenses) have been either: (i) reduced to Cash; or (ii) abandoned by the Trustees, in accordance with the provisions of this Trust Agreement and the Plan; and

(b) all expenses of the Trust have been paid (or will be paid) and all payments and final Distributions to be made to Beneficiaries have been made (or will be made) by the Trustees in accordance with the provisions of this Trust Agreement and the Plan.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

17.1 Interpretation.

17.1.1 As used in this Trust Agreement, words in the singular include the plural and words in the plural include the singular. The masculine, feminine and neuter genders shall be deemed to include all genders. The descriptive heading for each paragraph and subparagraph of this Trust Agreement are for the reader's convenience and shall not affect the interpretation or the legal efficacy of this Trust Agreement.

17.1.2 Notices.

(a) The Trustees shall maintain a list of Beneficiaries.

(b) All notices or deliveries required or permitted hereunder shall be in writing and shall be deemed given on the first of the following dates: (i) when personally delivered; (ii) when actually received by means of facsimile transmission or e-mail; (iii) when received by overnight express courier delivery; (iv) when delivered and receipted for by certified mail, postage prepaid, return receipt requested (or in the event of attempted delivery and refusal

of acceptance, then on the date of the first attempted delivery). Service on Beneficiaries may be effected by service on counsel who signed the Beneficiary's proof of claim.

17.1.3 Choice of Law.

(a) This Trust Agreement shall be administered, governed by, construed, and enforced according to the internal laws of the State of Montana applicable to contracts and Trust Agreements made and to be performed therein, except that all matters of federal tax law, shall be governed by federal income tax law, and all matters of federal bankruptcy law shall be governed by federal bankruptcy law.

17.1.4 Invalidity and Unenforceability.

(a) If any term or provision of this Trust Agreement shall be invalid or unenforceable, the remainder of this Trust Agreement shall not be affected thereby, and each remaining term and provision of this Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

17.2 Waiver.

No failure or delay of any party to exercise any right or remedy pursuant to this Trust Agreement shall affect such right or remedy or constitute a waiver by such party of any right or remedy pursuant thereto. Resort to one form of remedy shall not constitute a waiver of alternative remedies.

17.3 Tax Identification Numbers.

(a) The Trustees may require any Beneficiary to furnish to the Trustees (a) its employer or taxpayer identification number as assigned by the IRS, and (b) such other records or documents necessary to satisfy the Trustees' tax reporting obligations (including, but not limited to, certificates of non-foreign status). The Trustees may condition the payment of any Distribution to any Beneficiary upon receipt of such identification number and requested documents.

17.4 Headings.

(a) The Section headings contained in this Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Trust Agreement or of any term or provision hereof.

17.5 Reimbursement of Costs.

(a) If the Trustees or the Trust, as the case may be, is the prevailing party in a dispute regarding the provisions of this Trust Agreement or the enforcement thereof, the Trustees or the Trust, as the case may be, shall be entitled to collect any and all costs, reasonable and documented out-of-pocket expenses and fees, including attorneys' fees, from the non-prevailing party incurred in connection with such dispute or enforcement action. To the

extent that the Trust has advanced such amounts, the Trust may recover such amounts from the non-prevailing party.

17.6 Entirety of Trust Agreement.

(a) This Trust Agreement supersedes any and all prior oral discussions and Trust Agreements with respect to the subject matter hereof. This Trust Agreement, together with the Exhibits hereto, the Plan, and the Confirmation Order, contain the sole and entire Trust Agreement and understanding with respect to the matters addressed therein.

17.7 Counterparts.

(a) This Trust Agreement may be executed in two or more counterparts, with the same effect as if all signatures on such counterparts appeared on one document, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Trustees execute this Trust Agreement as of the date set forth in the opening paragraph.

By: _____
Trustee

By: _____
Trustee

By: _____
Trustee

Debtor-in-Possession:

The Roman Catholic Bishop of Helena, Montana, a corporation sole

By: _____
Most Reverend Bishop
George Leo Thomas

EXHIBIT A

PLAN

EXHIBIT B

CONFIRMATION ORDER