

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re: Chapter 11
THE DIOCESE OF ST. CLOUD, a Minnesota Case No. 20-60337
religious corporation,
Debtor.

**NOTICE OF FILING EXHIBITS TO JOINT PLAN OF REORGANIZATION AND
DISCLOSURE STATEMENT TO ACCOMPANY JOINT PLAN OF
REORGANIZATION**

The Diocese of St. Cloud, the debtor and debtor in possession in this case, by and through its counsel of record, hereby gives notice of filing the following exhibits to the *Joint Plan of Reorganization* filed September 23, 2020 [Dkt. No. 81] (the “**Plan**”) and *Disclosure Statement to Accompany Joint Plan of Reorganization* filed September 23, 2020 [Dkt. No. 82] (the “**Disclosure Statement**”). Subject to Section XVII of the Disclosure Statement, the Plan Proponents attach the following exhibits:

- Plan Exhibits:

Exhibit A - Tort Claims Allocation Protocol

Exhibit B - Unknown Tort Claims Allocation Protocol

Exhibit C - List of Certain Additional Protected Parties

Exhibit D - Form of Release

Exhibit E - Trust Agreement (Revised)

Exhibit F - Specified Non-Monetary Commitments to Healing and Reconciliation

- Disclosure Statement Exhibits:

Exhibit 1 - Balance Sheet as of September 30, 2020

Exhibit 2 - Plan Projections

Dated: October 12, 2020.

QUARLES & BRADY LLP

/s/ Jason D. Curry

Susan G. Boswell (AZ Bar No. 004791)

Jason D. Curry (AZ Bar No. 026511)

Michael Galen (AZ Bar No. 035044)

Admitted Pro Hac Vice

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Counsel for the Debtor

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re: Chapter 11
THE DIOCESE OF ST. CLOUD, a Minnesota Case No. 20-60337
religious corporation,
Debtor.

CERTIFICATE OF SERVICE

I, Jason D. Curry, declare under penalty of perjury that on October 12, 2020, I caused to be served the foregoing *Notice of Filing Exhibits to Joint Plan of Reorganization and Disclosure Statement to Accompany Joint Plan of Reorganization* to each party named below at the e-mail address stated for each party:

Sarah J. Wencil
U.S. Trustee's Office
1015 U.S. Courthouse
300 South Fourth Street
Minneapolis, MN 55415
sarah.j.wencil@usdoj.gov
ustpregion12.mn.ecf@usdoj.gov

Thomas A. Janson
Janson Law Office
P.O. Box 795
St. Joseph, MN 56374
tom@jansonlawoffice.com
Debtor's Special Counsel

Thomas B. Wieser
John C. Gunderson
Meier, Kennedy & Quinn
Town Square Tower
445 Minnesota St., Suite 2200
St. Paul, MN 55101
twieser@mkqlaw.com
jgunderson@mkqlaw.com
Debtor's Special Litigation Counsel

Jeff Anderson
Mike Finnegan
Josh Peck
Jeffrey Anderson & Associates
366 Jackson Street, Suite 100
St. Paul, MN 55101
jeff@andersonadvocates.com
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Waite Park, MN 56387
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Counsel for Certain Tort Claimants

James C. Brand
Ryan Murphy
Fredrikson & Byron, P.A.
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Minneapolis, MN 55402
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rmurphy@fredlaw.com
Counsel for St. Williams Living Center

Everett Cygal
Daniel Schufrieder
Schiff Hardin LLP
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Chicago, IL 60606
ecygal@schiffhardin.com
dschufreider@schiffhardin.com
Counsel for The Catholic Mutual Relief Society of America

Robert T. Kugler
Edwin H. Caldie
Logan R. Kugler
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50 South Sixth Street, Suite 2600
Minneapolis, MN 55402
robert.kugler@stinson.com
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logan.kugler@stinson.com
Counsel for Committee of Unsecured Creditors

John H. Faricy
Faricy Law Firm, P.A.
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jfaricy@faricylaw.com
Counsel for Faricy Law Firm, P.A.

Michael J. Vanselow
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Counsel for Certain Tort Claimants

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Eden Prairie, MN 55344
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Counsel for Certain Parishes

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christopher.harmoning@lathropgpm.com
jeffrey.peterson@lathropgpm.com
Counsel for Catholic Charities for the Diocese of St. Cloud

Kenneth C. Edstrom
Sapientia Law Group
120 South Sixth Street
Suite 100
Minneapolis, MN 55402
kene@sapientialaw.com
Counsel for Certain Tort Claimants

I, Jason D. Curry, declare under penalty of perjury that on October 13, 2020, I caused to be served the foregoing *Notice of Filing Exhibits to Joint Plan of Reorganization and Disclosure Statement to Accompany Joint Plan of Reorganization* to each party named below at the mailing address stated for each party:

City of St. Cloud
400 2nd St. S
St. Cloud, MN 56302

Minnesota Department of Revenue
Collection Enforcement
551 Bankruptcy Section
600 N. Robert Street
St. Paul, MN 55101

District Counsel
Internal Revenue Service
430 North Wabasha St.
St. Paul, MN 55101

Internal Revenue Service
Wells Fargo Place
30 E. 7th Street
Mail Stop 5700
St. Paul, MN 55101

Internal Revenue Service
Centralized Insolvency
Operations Unit
P.O. Box 7346
Philadelphia, PA 19101

Office of the Attorney General
445 Minnesota Street, Suite 1400
St. Paul, MN 55101

Secretary of State
60 Empire Drive, Suite 100
St. Paul, MN 55103

Office of the U.S. Attorney
600 U.S. Courthouse
300 S. Fourth Street
Minneapolis, MN 55415

Dated: October 12, 2020.

QUARLES & BRADY LLP

/s/ Jason D. Curry

Susan G. Boswell (AZ Bar No. 004791)

Jason D. Curry (AZ Bar No. 026511)

Michael Galen (AZ Bar No. 035044)

Admitted Pro Hac Vice

150 South Fifth Street, Suite 1800

Minneapolis, Minnesota 55402

susan.boswell@quarles.com

jason.curry@quarles.com

michael.galen@quarles.com

Counsel for the Debtor

EXHIBIT A

EXHIBIT A

DIOCESE OF ST. CLOUD TORT CLAIM ALLOCATION PROTOCOL

ARTICLE I DEFINITIONS

1.1 Capitalized Terms.

Capitalized terms used in this Tort Claim Allocation Protocol shall have the meanings given them in the Plan, the Trust Agreement, or the Bankruptcy Code, unless otherwise defined herein, and such definitions are incorporated in this Tort Claim Allocation Protocol by reference.

ARTICLE II RULES OF INTERPRETATION AND GENERAL GUIDELINES

2.1. Purpose

This Tort Claim Allocation Protocol is designed to provide guidance to the Abuse Claims Reviewer in determining the amount of each Tort Claim under the Plan by assigning to each such Claim a value pursuant to the Evaluation Factors below.

2.2. General Principles

As a general principle, this Tort Claim Allocation Protocol intends to set out a procedure that provides substantially the same treatment to holders of similar Tort Claims. The range of values set forth in the Evaluation Factors below and the discretion given to the Abuse Claims Reviewer to determine and to adjust the value to be assigned to a particular Tort Claim are intended to reflect the relative values of Tort Claims.

2.3. Sole and Exclusive Method

The Evaluation Factors set forth below shall be the sole and exclusive method by which the holder of a Tort Claim may seek allowance and distribution of such Claim. Although the factors collectively comprise the methodology that must be applied in reviewing Claims, the Abuse Claims Reviewer may, as indicated below, take into account considerations in addition to those identified herein when evaluating a Claim within the parameters of the delineated factors.

2.4. Interpretation

The terms of the Plan shall prevail if there is any discrepancy between the terms of the Plan and the terms of these Procedures.

2.5. Confidentiality and Privilege

All information that the Abuse Claims Reviewer receives from any source about any Tort Claimant shall be held in strict confidence and shall not be disclosed absent an Order of the

Bankruptcy Court or the written consent of the Tort Claimant (or such Tort Claimant's counsel of record). All information the Abuse Claims Reviewer receives from any Tort Claimant (including from counsel to such Tort Claimant) shall be subject to a mediation privilege and receipt of such information by the Abuse Claims Reviewer shall not constitute a waiver of any attorney-client privilege or attorney work-product claim or any similar privilege or doctrine.

2.6. Abuse Claims Reviewer

Kramer Law, LLC is the Abuse Claims Reviewer. The Abuse Claims Reviewer shall conduct a review of each of the Tort Claims and, according to the guidelines set forth below, shall make determinations upon which individual monetary distributions will be made subject to the Plan and the Trust Agreement.

ARTICLE III **PROCEDURE**

3.1. Allowance of a Tort Claim

A Tort Claim shall be allowed if the Abuse Claims Reviewer determines the Tort Claimant proved his or her claim by a preponderance of the evidence. If necessary, the Abuse Claims Reviewer can ask for additional information to make this determination. The Tort Claimant may refuse such a request at his or her own risk.

3.2. Claim Amount Determination

If a Tort Claim is allowed, the Abuse Claims Reviewer shall determine the amount of such Tort Claim by assigning such Tort Claim a value pursuant to the Evaluation Factors. The Abuse Claims Reviewer shall consider all of the facts and evidence presented by the Tort Claimant in the Tort Claimant's filed proof of claim. Tort Claimants may supplement their filed proof of claims to provide additional information to the Abuse Claims Reviewer. Absent extenuating circumstances involving a failure to receive at least two calendar weeks' notice of this provision, Tort Claimants shall have until no later than 5:00 p.m. on Wednesday, November 25, 2020, to provide the Abuse Claims Reviewer with any additional information. The Abuse Claims Reviewer may consider the credibility of the Tort Claimant and the facts alleged in support of the Claim and, in the Abuse Claims Reviewer's sole discretion, reduce or deny the Tort Claim. After all Tort Claims have been evaluated pursuant to the Evaluation Factors, the Trustee shall determine the dollar value for each Tort Claim based on the Tort Claimant's pro rata share of the total points assigned to all Tort Claimants and the available funds for distribution after accounting for necessary holdbacks.

3.3. Determinations by the Abuse Claims Reviewer

The Abuse Claims Reviewer or the Trustee shall notify each Tort Claimant in writing of the expected monetary distribution with respect to the Tort Claimant's claim, which distribution may be greater or smaller than the actual distribution to be received based on the outcome of any reconsideration claims. The Abuse Claims Reviewer's determination shall be final unless the Tort Claimant makes a timely request for the point award to be reconsidered by the Abuse Claims Reviewer. The Tort Claimant shall not have a right to any other appeal of the Abuse Claims Reviewer's point award.

3.4. Requests for Reconsideration

The Tort Claimant may request reconsideration by delivering a written request for reconsideration to the Abuse Claims Reviewer within seven (7) calendar days after the date of mailing of the notice of the preliminary monetary distribution. Each written request must be accompanied by a check for the reconsideration fee, five hundred dollars (\$500). The Tort Claimant, with the request for reconsideration, may submit additional evidence and argument in support of such request. The Tort Claimant's monetary distribution amount may go up or down as a result of his or her request for reconsideration. The Abuse Claims Reviewer shall have sole discretion to determine how to respond to the request for reconsideration. The Abuse Claims Reviewer's determination of such request for reconsideration shall be final and not subject to any further reconsideration, review or appeal by any party, including a court.

3.5. Distribution

Once the Abuse Claims Reviewer has made all reconsideration determinations, the Trustee shall determine the dollar value of each Tort Claimant's actual distribution based on the Tort Claimant's pro rata share of the total final points assigned and the available funds for distribution. The Trustee shall then make payment to Tort Claimants in accordance with the Trustee's powers and duties under Section 3.2.8 of the Trust Agreement.

3.6. Deceased Abuse Survivors

The Abuse Claims Reviewer shall review the claim of a deceased Tort Claimant without regard to the Claimant's death, except that the Abuse Claims Reviewer may require evidence that the person submitting the claim on behalf of the decedent is authorized to do so.

ARTICLE IV

GUIDELINES FOR ALLOCATION FOR TORT CLAIMS

4.1. Evaluation Factors

Each Tort Claim will be evaluated by the Abuse Claims Reviewer. Each Claim will be assigned points according to the following system.

(a) **Nature of Abuse & Circumstances.** A point value ranging from 0 to 45 should be allocated for this section. Considerations should include, but are not limited to, the following factors:

- (1) The duration and/or frequency of the abuse;
- (2) Type of abuse: e.g. penetration, attempted penetration, masturbation, oral sex, touching under the clothing, touching over the clothing, kissing, sexualized talk;
- (3) Circumstances of abuse:

(i) grooming behaviors including but not limited to special privileges, special activities, and attention, social relationship with parents, personal relationship with claimant, opportunity to experience sports or activities, isolation from others, use of alcohol or illicit drugs by abuser or claimant or use of or exposure to pornography;

(ii) coercion or threat or use of force or violence, stalking;

(iii) relationship of claimant to perpetrator including but not limited to whether claimant was a parishioner or student, held perpetrator in high regard, whether perpetrator was in position of trust, whether perpetrator had unsupervised access to claimant, and whether claimant valued relationship with perpetrator;

(iv) location of abuse, including but not limited to isolated location, Tort Claimant's home, rectory, church, cabin, orphanage, boarding school, trip.

(b) Impact of the Abuse. Overall, this category looks to how the abuse impacted the claimant. This includes how the abuse impacted the claimant's mental health, physical health, spiritual well-being, inter-personal relationships, vocational capacity or success, academic capacity or success, and whether the abuse at issue resulted in legal difficulties for the claimant. Some of these considerations may include the below factors, but the below list is not intended to be exhaustive. A point value ranging from 0 to 45 should be allocated for this section.

The Abuse Claims Reviewer should consider, along with any and all other relevant factors, whether the abuse at issue manifested, or otherwise led the claimant to experience, or engage in behaviors resulting from:

(1) **Mental Health Issues:** This includes but is not limited to anxiety, depression, post-traumatic stress disorder, substance abuse, addiction, embarrassment, fear, flashbacks, nightmares, sleep issues, sleep disturbances, exaggerated startle response, boundary issues, self-destructive behaviors, guilt, grief, homophobia, hostility, humiliation, anger, isolation, hollowness, regret, shame, isolation, sexual addiction, sexual problems, sexual identity confusion, low self-esteem or self-image, bitterness, suicidal ideation and suicide attempts.

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

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

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

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

(6) Academic Capacity: This includes but is not limited to school behavior problems.

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

(c) **Claimant Involvement.** The Abuse Claims Reviewer shall consider that all Claimants have benefited from the work and cost incurred by those Claimants who have previously asserted claims against the Diocese and have participated in the legal and factual development of claims against the Diocese. A point value ranging from 0 to 10 should be allocated for this section.

The Abuse Claims Reviewer should consider factors including but not limited to whether the Claimant has filed a lawsuit; whether the Claimant and/or the Claimant's family has been subject to a deposition, mediation or interview; whether the Claimant has participated on the committee representing survivors; and whether the Claimant participated in publicizing the issue of clergy sex abuse which has benefitted all claimants.

ARTICLE V

ADDITIONAL PROVISIONS

5.1. Minimum Point Allocation

Notwithstanding anything to the contrary herein or in the Plan, every holder of an allowed Tort Claim shall receive a point allocation of at least 15, unless the Claim is disallowed in its entirety by an Order of the Bankruptcy Court or a decision by the Abuse Claims Reviewer.

EXHIBIT B

EXHIBIT B

DIOCESE OF ST. CLOUD UNKNOWN TORT CLAIM ALLOCATION PROTOCOL

ARTICLE I DEFINITIONS

1.1 Capitalized Terms.

Capitalized terms used in this Unknown Tort Claim Allocation Protocol shall have the meanings given them in the Plan, the Trust Agreement, or the Bankruptcy Code, unless otherwise defined herein, and such definitions are incorporated in this Unknown Tort Claim Allocation Protocol by reference.

ARTICLE II RULES OF INTERPRETATION AND GENERAL GUIDELINES

2.1. Purpose

This Unknown Tort Claim Allocation Protocol is designed to provide guidance to the Abuse Claims Reviewer in determining the amount of each Unknown Tort Claim under the Plan by assigning to each such Claim a value pursuant to the Evaluation Factors below.

2.2. General Principles

As a general principle, this Unknown Tort Claim Allocation Protocol intends to set out a procedure that provides substantially the same treatment to holders of similar Unknown Tort Claims. The range of values set forth in the Evaluation Factors below and the discretion given to the Abuse Claims Reviewer to determine and to adjust the value to be assigned to a particular Unknown Tort Claim are intended to reflect the relative values of Unknown Tort Claims.

2.3. Sole and Exclusive Method

The Evaluation Factors set forth below shall be the sole and exclusive method by which the holder of an Unknown Tort Claim may seek allowance and distribution of such Claim. Although the factors collectively comprise the methodology that must be applied in reviewing Claims, the Abuse Claims Reviewer may, as indicated below, take into account considerations in addition to those identified herein when evaluating a Claim within the parameters of the delineated factors.

2.4. Interpretation

The terms of the Plan shall prevail if there is any discrepancy between the terms of the Plan and the terms of this Unknown Tort Claims Allocation Protocol.

2.5. Confidentiality and Privilege

All information that the Abuse Claims Reviewer receives from any source about any Unknown Tort Claimant shall be held in strict confidence and shall not be disclosed absent an Order of the Bankruptcy Court or the written consent of the Unknown Tort Claimant (or such Unknown Tort Claimant's counsel of record). All information the Abuse Claims Reviewer receives from any Unknown Tort Claimant (including from counsel to such Unknown Tort Claimant) shall be subject to a mediation privilege and receipt of such information by the Abuse Claims Reviewer shall not constitute a waiver of any attorney-client privilege or attorney work-product claim or any similar privilege or doctrine.

2.6. Abuse Claims Reviewer

Kramer Law, LLC is the Abuse Claims Reviewer. The Abuse Claims Reviewer shall conduct a review of each of the Unknown Tort Claims and, according to the guidelines set forth below, shall make determinations upon which individual monetary distributions will be made subject to the Plan and the Trust Agreement.

ARTICLE III **PROCEDURE**

3.1. Allowance of a Tort Claim

An Unknown Tort Claim shall be allowed if the Abuse Claims Reviewer determines the Unknown Tort Claimant proved his or her claim by a preponderance of the evidence. If necessary, the Abuse Claims Reviewer can ask for additional information to make this determination. The Unknown Tort Claimant may refuse such a request at his or her own risk.

3.2. Claim Amount Determination

If an Unknown Tort Claim is allowed, the Abuse Claims Reviewer shall determine the amount of such Unknown Tort Claim by assigning such Unknown Tort Claim a value pursuant to the Evaluation Factors. The Abuse Claims Reviewer shall consider all of the facts and evidence presented by the Unknown Tort Claimant in the Unknown Tort Claimant's filed proof of claim. Unknown Tort Claimants may supplement their filed proof of claims to provide additional information to the Abuse Claims Reviewer. The Abuse Claims Reviewer may consider the credibility of the Unknown Tort Claimant and the facts alleged in support of the Claim and, in the Abuse Claims Reviewer's sole discretion, reduce or deny the Unknown Tort Claim. The Trustee shall determine the dollar value for each Unknown Tort Claim based on the Unknown Tort Claimant's pro rata share of the total points assigned to all Unknown Tort Claimants and the available funds for distribution after accounting for necessary holdbacks.

3.3. Determinations by the Abuse Claims Reviewer

The Abuse Claims Reviewer or the Trustee shall notify each Unknown Tort Claimant in writing of the expected monetary distribution with respect to the Unknown Tort Claimant's claim, which distribution may be greater or smaller than the actual distribution to be received based on the outcome of any reconsideration claims. The Abuse Claims Reviewer's determination shall be final

unless the Unknown Tort Claimant makes a timely request for the point award to be reconsidered by the Abuse Claims Reviewer. The Unknown Tort Claimant shall not have a right to any other appeal of the Abuse Claims Reviewer's point award.

3.4. Requests for Reconsideration

The Unknown Tort Claimant may request reconsideration by delivering a written request for reconsideration to the Abuse Claims Reviewer within seven (7) calendar days after the date of mailing of the notice of the preliminary monetary distribution. Each written request must be accompanied by a check for the reconsideration fee, five hundred dollars (\$500). The Unknown Tort Claimant, with the request for reconsideration, may submit additional evidence and argument in support of such request. The Unknown Tort Claimant's monetary distribution amount may go up or down as a result of his or her request for reconsideration. The Abuse Claims Reviewer shall have sole discretion to determine how to respond to the request for reconsideration. The Abuse Claims Reviewer's determination of such request for reconsideration shall be final and not subject to any further reconsideration, review or appeal by any party, including a court.

3.5. Distribution

Once the Abuse Claims Reviewer has made all reconsideration determinations, the Trustee shall determine the dollar value of each Unknown Tort Claimant's actual distribution based on the Unknown Tort Claimant's pro rata share of the total final points assigned and the available funds for distribution. The Trustee shall then make payment to Unknown Tort Claimants in accordance with the Trustee's powers and duties under Section 3.2.8 of the Trust Agreement.

3.6. Deceased Abuse Survivors

The Abuse Claims Reviewer shall review the claim of a deceased Unknown Tort Claimant without regard to the Claimant's death, except that the Abuse Claims Reviewer may require evidence that the person submitting the claim on behalf of the decedent is authorized to do so.

ARTICLE IV GUIDELINES FOR ALLOCATION FOR TORT CLAIMS

4.1. Evaluation Factors

Each Unknown Tort Claim will be evaluated by the Abuse Claims Reviewer. Each Claim will be assigned points according to the following system.

(a) **Nature of Abuse & Circumstances.** A point value ranging from 0 to 45 should be allocated for this section. Considerations should include, but are not limited to, the following factors:

- (1) The duration and/or frequency of the abuse;
- (2) Type of abuse: e.g. penetration, attempted penetration, masturbation, oral sex, touching under the clothing, touching over the clothing, kissing, sexualized talk;

(3) Circumstances of abuse:

(i) grooming behaviors including but not limited to special privileges, special activities, and attention, social relationship with parents, personal relationship with claimant, opportunity to experience sports or activities, isolation from others, use of alcohol or illicit drugs by abuser or claimant or use of or exposure to pornography;

(ii) coercion or threat or use of force or violence, stalking;

(iii) relationship of claimant to perpetrator including but not limited to whether claimant was a parishioner or student, held perpetrator in high regard, whether perpetrator was in position of trust, whether perpetrator had unsupervised access to claimant, and whether claimant valued relationship with perpetrator;

(iv) location of abuse, including but not limited to isolated location, Tort Claimant's home, rectory, church, cabin, orphanage, boarding school, trip.

(b) Impact of the Abuse. Overall, this category looks to how the abuse impacted the claimant. This includes how the abuse impacted the claimant's mental health, physical health, spiritual well-being, inter-personal relationships, vocational capacity or success, academic capacity or success, and whether the abuse at issue resulted in legal difficulties for the claimant. Some of these considerations may include the below factors, but the below list is not intended to be exhaustive. A point value ranging from 0 to 45 should be allocated for this section.

The Abuse Claims Reviewer should consider, along with any and all other relevant factors, whether the abuse at issue manifested, or otherwise led the claimant to experience, or engage in behaviors resulting from:

(1) **Mental Health Issues:** This includes but is not limited to anxiety, depression, post-traumatic stress disorder, substance abuse, addiction, embarrassment, fear, flashbacks, nightmares, sleep issues, sleep disturbances, exaggerated startle response, boundary issues, self-destructive behaviors, guilt, grief, homophobia, hostility, humiliation, anger, isolation, hollowness, regret, shame, isolation, sexual addiction, sexual problems, sexual identity confusion, low self-esteem or self-image, bitterness, suicidal ideation and suicide attempts.

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

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

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

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

(6) Academic Capacity: This includes but is not limited to school behavior problems.

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

(c) **Claimant Involvement.** The Abuse Claims Reviewer shall consider that all Claimants have benefited from the work and cost incurred by those Claimants who have previously asserted claims against the Diocese and have participated in the legal and factual development of claims against the Diocese. A point value ranging from 0 to 10 should be allocated for this section.

The Abuse Claims Reviewer should consider factors including but not limited to whether the Claimant has filed a lawsuit; whether the Claimant and/or the Claimant's family has been subject to a deposition, mediation or interview; whether the Claimant has participated on the committee representing survivors; and whether the Claimant participated in publicizing the issue of clergy sex abuse which has benefitted all claimants.

ARTICLE V

ADDITIONAL PROVISIONS

5.1. Minimum Point Allocation

Notwithstanding anything to the contrary herein or in the Plan, every holder of an allowed Unknown Tort Claim shall receive a point allocation of at least 15, unless the Claim is disallowed in its entirety by an Order of the Bankruptcy Court or a decision by the Abuse Claims Reviewer.

EXHIBIT C

LIST OF CERTAIN ADDITIONAL PROTECTED PARTIES

The Church of Seven Dolors, Albany, Minnesota, a Minnesota religious corporation
The Church of St. Mary, Alexandria, Minnesota, a Minnesota religious corporation
The Church of St. Benedict, Avon, Minnesota, a Minnesota religious corporation
The Church of Our Lady of the Lake, Battle Lake, Minnesota, a Minnesota religious corporation
The Church of St. Francis de Sales, Belgrade, Minnesota, a Minnesota religious corporation
The Church of Holy Family, Belle Prairie, Minnesota, a Minnesota religious corporation
The Church of St. Nicholas, Belle River, Minnesota, a Minnesota religious corporation
The Church of St. Joseph, Bertha, Minnesota, a Minnesota religious corporation
The Church of Mary of the Visitation, Big Lake, Minnesota, a Minnesota religious corporation
The Church of St. Hubert, Blue Grass, Minnesota, a Minnesota religious corporation
The Church of St. John the Baptist, Bluffton, Minnesota, a Minnesota religious corporation
The Church of St. Stanislaus Kostka, Bowlus, Minnesota, a Minnesota religious corporation
The Church of Ss. Peter and Paul, Braham, Minnesota, a Minnesota religious corporation
The Church of St. Ann, Brandon, Minnesota, a Minnesota religious corporation
The Church of St. Mary of the Presentation, Breckenridge, Minnesota, a Minnesota religious corporation
The Church of St. Elizabeth of Hungary, Brennyville, Minnesota, a Minnesota religious corporation
The Church of St. Donatus, Brooten, Minnesota, a Minnesota religious corporation
The Church of Christ the King, Browerville, Minnesota, a Minnesota religious corporation
The Church of St. Anthony, Browns Valley, Minnesota, a Minnesota religious corporation
The Church of St. Michael, Buckman, Minnesota, a Minnesota religious corporation
The Church of Holy Cross, Butler, Minnesota, a Minnesota religious corporation
The Church of Christ the King, Cambridge, Minnesota, a Minnesota religious corporation
The Church of St. Mary, Chokio, Minnesota, a Minnesota religious corporation
The Church of St. Joseph, Clarissa, Minnesota, a Minnesota religious corporation
The Church of St. Marcus, Clear Lake, Minnesota, a Minnesota religious corporation
The Church of St. Boniface, Cold Spring, Minnesota, a Minnesota religious corporation
The Church of St. John the Baptist, Colledgeville, Minnesota, a Minnesota religious corporation
The Church of Sacred Heart, Dent, Minnesota, a Minnesota religious corporation
The Church of St. Lawrence, Duelm, Minnesota, a Minnesota religious corporation
The Church of Assumption, Eden Valley, Minnesota, a Minnesota religious corporation
The Church of St. Olaf, Elbow Lake, Minnesota, a Minnesota religious corporation
The Church of St. Elizabeth, Elizabeth, Minnesota, a Minnesota religious corporation
The Church of St. Andrew, Elk River, Minnesota, a Minnesota religious corporation
The Church of St. Edward, Elmdale, Minnesota, a Minnesota religious corporation
The Church of Ss. Peter & Paul, Elrosa, Minnesota, a Minnesota religious corporation
The Church of Our Lady of Victory, Fergus Falls, Minnesota, a Minnesota religious corporation
The Church of Sacred Heart, Flensburg, Minnesota, a Minnesota religious corporation
The Church of St. John, Foley, Minnesota, a Minnesota religious corporation
The Church of St. Louis Bertrand, Foreston, Minnesota, a Minnesota religious corporation
The Church of Ss. Peter and Paul, Gilman, Minnesota, a Minnesota religious corporation
The Church of Sacred Heart, Glenwood, Minnesota, a Minnesota religious corporation
The Church of St. Andrew, Greenwald, Minnesota, a Minnesota religious corporation

The Church of St. Joseph, Grey Eagle, Minnesota, a Minnesota religious corporation
The Church of Holy Cross, Harding, Minnesota, a Minnesota religious corporation
The Church of St. Edward, Henning, Minnesota, a Minnesota religious corporation
The Church of St. Charles, Herman, Minnesota, a Minnesota religious corporation
The Church of St. Rita, Hillman, Minnesota, a Minnesota religious corporation
The Church of All Saints, Holdingford, Minnesota, a Minnesota religious corporation
The Church of St. Elizabeth Ann Seton, Isanti, Minnesota, a Minnesota religious corporation
The Church of St. James, Jacobs Prairie, Minnesota, a Minnesota religious corporation
The Church of St. Thomas, Kent, Minnesota, a Minnesota religious corporation
The Church of St. Anne, Kimball, Minnesota, a Minnesota religious corporation
The Church of St. Margaret, Lake Henry, Minnesota, a Minnesota religious corporation
The Church of St. John Nepomuk, Lastrup, Minnesota, a Minnesota religious corporation
The Church of Our Lady of Lourdes, Little Falls, Minnesota, a Minnesota religious corporation
The Church of St. Mary, Little Falls, Minnesota, a Minnesota religious corporation
The Church of St. Mary of Mount Carmel, Long Prairie, Minnesota, a Minnesota religious corporation
The Church of St. James, Maine Twp, Minnesota, a Minnesota religious corporation
The Church of Annunciation, Mayhew Lake, Minnesota, a Minnesota religious corporation
The Church of St. John the Baptist, Meire Grove, Minnesota, a Minnesota religious corporation
The Church of St. Mary, Melrose, Minnesota, a Minnesota religious corporation
The Church of Assumption of Our Lady, Menahga, Minnesota, a Minnesota religious corporation
The Church of St. Mary, Milaca, Minnesota, a Minnesota religious corporation
The Church of Our Lady of Seven Dolours, Millerville, Minnesota, a Minnesota religious corporation
The Church of St. Patrick, Minden Twp, Minnesota, a Minnesota religious corporation
The Church of St. Mary, Mora, Minnesota, a Minnesota religious corporation
The Church of St. Joseph, Morrill, Minnesota, a Minnesota religious corporation
The Church of Assumption of the Blessed Virgin Mary, Morris, Minnesota, a Minnesota religious corporation
The Church of Holy Cross, North Prairie, Minnesota, a Minnesota religious corporation
The Church of St. Kathryn, Ogilvie, Minnesota, a Minnesota religious corporation
The Church of Holy Cross, Onamia, Minnesota, a Minnesota religious corporation
The Church of Immaculate Conception, Osakis, Minnesota, a Minnesota religious corporation
The Church of St. William, Parkers Prairie, Minnesota, a Minnesota religious corporation
The Church of St. Louis, Paynesville, Minnesota, a Minnesota religious corporation
The Church of St. Leonard of Port Mauritius, Pelican Rapids, Minnesota, a Minnesota religious corporation
The Church of St. Henry, Perham, Minnesota, a Minnesota religious corporation
The Church of St. Joseph, Pierz, Minnesota, a Minnesota religious corporation
The Church of Christ Our Light, Princeton/Zimmerman, Minnesota, a Minnesota religious corporation
The Church of St. James, Randall, Minnesota, a Minnesota religious corporation
The Church of Ss. Peter & Paul, Richmond, Minnesota, a Minnesota religious corporation
The Church of Mary of the Immaculate Conception, Rockville, Minnesota, a Minnesota religious corporation

The Church of St. Agnes, Roscoe, Minnesota, a Minnesota religious corporation
The Church of Holy Trinity, Royalton, Minnesota, a Minnesota religious corporation
The Church of St. Lawrence, Rush Lake, Minnesota, a Minnesota religious corporation
The Church of St. Francis Xavier, Sartell, Minnesota, a Minnesota religious corporation
The Church of Our Lady of the Angels, Sauk Centre, Minnesota, a Minnesota religious corporation
The Church of St. Paul, Sauk Centre, Minnesota, a Minnesota religious corporation
The Church of Sacred Heart, Sauk Rapids, Minnesota, a Minnesota religious corporation
The Church of St. Stanislaus, Sobieski, Minnesota, a Minnesota religious corporation
The Church of St. Michael, Spring Hill, Minnesota, a Minnesota religious corporation
The Church of Immaculate Conception, St. Anna, Minnesota, a Minnesota religious corporation
The Church of St. Anthony, St. Anthony, Minnesota, a Minnesota religious corporation
The Church of St. Mary Help of Christians, St. Augusta, Minnesota, a Minnesota religious corporation
Christ Church Newman Center, St. Cloud, Minnesota, a Minnesota nonprofit corporation
The Church of Holy Spirit, St. Cloud, Minnesota, a Minnesota religious corporation
The Church of St. Anthony of Padua, St. Cloud, Minnesota, a Minnesota religious corporation
The Church of St. Augustine, St. Cloud, Minnesota, a Minnesota religious corporation
The Church of St. John Cantius, St. Cloud, Minnesota, a Minnesota religious corporation
The Church of St. Mary's Cathedral, St. Cloud, Minnesota, a Minnesota religious corporation
The Church of St. Michael, St. Cloud, Minnesota, a Minnesota religious corporation
The Church of St. Paul, St. Cloud, Minnesota, a Minnesota religious corporation
The Church of St. Peter, St. Cloud, Minnesota, a Minnesota religious corporation
The Church of St. Francis of Assisi, St. Francis, Minnesota, a Minnesota religious corporation
The Church of St. Joseph, St. Joseph, Minnesota, a Minnesota religious corporation
The Church of St. Martin, St. Martin, Minnesota, a Minnesota religious corporation
The Church of St. Nicholas, St. Nicholas, Minnesota, a Minnesota religious corporation
The Church of St. Stephen, St. Stephen, Minnesota, a Minnesota religious corporation
The Church of St. Columbkille, St. Wendell, Minnesota, a Minnesota religious corporation
The Church of Sacred Heart, Staples, Minnesota, a Minnesota religious corporation
The Church of St. John the Baptist, Swanville, Minnesota, a Minnesota religious corporation
The Church of St. Gall, Tintah, Minnesota, a Minnesota religious corporation
The Church of St. Mary, Upsala, Minnesota, a Minnesota religious corporation
The Church of Sacred Heart, Urbank, Minnesota, a Minnesota religious corporation
The Church of St. Frederick, Verndale, Minnesota, a Minnesota religious corporation
The Church of St. Bartholomew, Villard, Minnesota, a Minnesota religious corporation
The Church of St. Therese Little Flower Mission, Vineland, Minnesota, a Minnesota religious corporation
The Church of St. Ann, Wadena, Minnesota, a Minnesota religious corporation
The Church of Sacred Heart, Wahkon, Minnesota, a Minnesota religious corporation
The Church of St. Joseph, Waite Park, Minnesota, a Minnesota religious corporation
The Church of St. Alexius, West Union, Minnesota, a Minnesota religious corporation
The Church of Ave Maria, Wheaton, Minnesota, a Minnesota religious corporation
The Church of Sacred Heart, Freeport, Minnesota, a Minnesota religious corporation
The Church of Our Lady of the Runestone, Kensington, Minnesota, a Minnesota religious corporation

The Church of St. John Nepomuk, Lake Reno, Minnesota, a Minnesota religious corporation
The Church of St. Wendelin, Luxemburg, Minnesota, a Minnesota religious corporation
The Church of Holy Cross, Pearl Lake/Marty, Minnesota, a Minnesota religious corporation
The Church of St. Michael, Motley, Minnesota, a Minnesota religious corporation
The Church of Immaculate Conception, New Munich, Minnesota, a Minnesota religious corporation
The Church of Our Lady of Mount Carmel, Opole, Minnesota, a Minnesota religious corporation
The Church of Immaculate Conception, Rice, Minnesota, a Minnesota religious corporation
The Church of St. Rose of Lima, St. Rosa, Minnesota, a Minnesota religious corporation
All Saints Academy, St. Cloud, Minnesota, a Minnesota nonprofit corporation
Cathedral High School, St. Cloud, Minnesota, a Minnesota nonprofit corporation
Catholic Community Schools, St. Cloud, Minnesota, a Minnesota nonprofit corporation
Holy Family School, Sauk Centre, Minnesota, a Minnesota nonprofit corporation
Holy Trinity School, Pierz, Minnesota, a Minnesota nonprofit corporation
Mary of Lourdes School, Little Falls, Minnesota, a Minnesota nonprofit corporation
St. Elizabeth Ann Seton, St. Cloud, Minnesota, a Minnesota nonprofit corporation
St. John's Area School, Foley, Minnesota, a Minnesota nonprofit corporation
St. Katharine Drexel, St. Cloud, Minnesota, a Minnesota nonprofit corporation
Assumption/Calvary Cemeteries Corporation, St. Cloud, Minnesota, a Minnesota religious corporation
The Church of St. Catherine (Oratory), Farming, Minnesota, a Minnesota religious corporation
Catholic Foundation for the Diocese of St. Cloud, a Minnesota nonprofit corporation
The Clerical Aid Association of The Diocese of St. Cloud, a Minnesota nonprofit corporation
The Society for The Propagation of the Faith for the Diocese of St. Cloud, Inc., a Minnesota nonprofit corporation
Speltz House, Sauk Rapids, Minnesota, a Minnesota nonprofit corporation
Newman Hall, Morris, Minnesota, a nonprofit corporation

EXHIBIT D

RELEASE

TO BE ENTITLED TO RECEIVE ANY COMPENSATION UNDER THE PLAN, YOU MUST EXECUTE AND DELIVER THIS RELEASE.

1. All capitalized terms in this Release are defined in the Plan and have the meanings stated in the Plan.

2. In consideration of the treatment under the Plan and the Tort Claims Allocation Protocol, and other valuable consideration, I, for myself and my heirs, successors, assigns, agents, and representatives:

a. Hereby fully, finally, and completely release, remise, acquit, and forever discharge the Protected Parties with respect to their portion or share of liability for my damages or Claims, from any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the Tort Claims and all Claims that, directly or indirectly, arise from, relate to, or are connected with the Reorganization Case.

b. Hereby covenant (i) not to sue or seek recovery or relief of any kind from the Protected Parties in connection with any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the Tort Claims or the Reorganization Case; (ii) to forever and irrevocably discharge that fraction, portion or percentage of damages I claim to have suffered in connection with any Abuse which is by trial or other disposition determined to be the causal fault or responsibility, if any, of any Protected Party; (iii) to voluntarily reduce any judgment that I may ever obtain against any Person relating to the same Abuse at issue in the Tort Claims or other claims of Abuse or neglect in an amount reflecting that fraction, portion or percentage of damage or injury that I suffered due to the causal fault or responsibility, if any, of any Protected Party; (iv) that filing of this Release with any court by any Protected Party will satisfy that fraction, portion or percentage of any judgment that may be rendered in my favor attributable to any Protected Party's causal fault or responsibility relating to the Abuse at issue in the Tort Claims; (v) that I will not seek a reallocation of the causal fault or causal responsibility of any Protected Party to any other Person, whether assessed by reason of judgment or settlement relating to the Abuse at issue in the Tort Claims; and (vi) this Release extinguishes any potential liability of any Protected Party for contribution or indemnity to any Person who has been or may be held liable to me for any Tort Claim.

3. I have been provided with copies of the Disclosure Statement, the Plan, and the exhibits thereto and have been given an opportunity to review such documents and to consult with counsel of my choice regarding those documents and this Release. The undersigned has read and understands and the undersigned's lawyer has read and explained to the undersigned, the Disclosure Statement, the Plan, and the exhibits thereto, and this Release.

4. I expressly reserve and retain my rights to recover from any Person for liability for any Abuse, except a Protected Party as provided in this Release, and I do not intend that payment by the Trust constitutes full compensation for the damage alleged in my Tort Claim(s).

5. I intend the foregoing undertakings to comply with the principles set forth in *Pierringer v. Hoger*, 124 N.W.2d 106 (Wis. 1963) and *Frey v. Snelgrove*, 269 N.W.2d 918 (Minn. 1978).

6. I understand and agree that any payment by the Trust to me does not constitute an admission of liability of any kind or nature by the Trust or any Protected Party.

7. I consent to having my Tort Claim determined solely by the Abuse Claims Reviewer whose decision is final and that there is no review of the decision by a court or any other party.

8. I consent to, and agree to be bound by, the injunctions set forth in the Plan, including those injunctions contained in Article 26 for the benefit of the Protected Parties.

9. I understand that payment from the Trust constitutes damages on account of personal physical injuries or sickness arising from an occurrence within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

10. I represent and warrant that I have not assigned or otherwise transferred any interest in my Tort Claim(s).

11. I hereby authorize the Center for Medicare & Medicaid Services (“CMS”), its agents and/or contractors to release, upon request, information related to my injury/illness and/or settlement since my date of birth to the Trust and/or its agents. I understand that I may revoke this “consent to release information” at any time, in writing. I consent to the release of information relating to my lifetime Medicare entitlement from the Social Security Administration and CMS to the Trustee and all other professionals retained by the Trust, and further authorize the Trustee and other Trust professionals to execute on my behalf any requests, including consents for release of information, for information relating to my Medicare entitlement and any obligations owing or potentially owing under the Medicare Secondary Payer Statute relating to my Tort Claim(s), from the Social Security Administration and CMS. I affirm that I am the individual to whom the requested information or record applies or the authorized representative of the individual’s estate. I declare under penalty of perjury (28 CFR § 16.41(d)(2004)) that I have examined all the information on this form and it is true and correct to the best of my knowledge. I understand that anyone who knowingly or willfully seeks or obtains access to records about another person under false pretenses is punishable by a fine of up to \$5,000.

12. This Release will bind my successors, heirs, assigns, agents, and representatives.

TO BE COMPLETED BY TORT CLAIMANT OR AUTHORIZED REPRESENTATIVE OF TORT CLAIMANT'S ESTATE:

DATED: _____

Name of Holder: _____

Proof of Claim No. (if known): _____

John/Jane Doe No. (if known): _____

Signature: _____

Address: _____

Telephone No. (optional): _____

E-mail (optional): _____

EXHIBIT E

THE DIOCESE OF ST. CLOUD SETTLEMENT TRUST AGREEMENT

This trust agreement (the “Trust Agreement”) is made and entered into by and between The Diocese of St. Cloud, a Minnesota religious corporation (the “Reorganized Debtor”) and DW Harrow & Assoc., LLC (the “Trustee”) pursuant to the Joint Plan of Reorganization (together with any and all amendments, exhibits, and schedules, the “Plan”) filed in the Reorganized Debtor’s chapter 11 bankruptcy case, case no. 20-60337, before the United States Bankruptcy Court for the District of Minnesota (the “Bankruptcy Court”). Unless otherwise stated in this Trust Agreement, capitalized terms used in this Trust Agreement shall have the meanings as ascribed to them in the Plan, Confirmation Order, and Bankruptcy Code.

RECITALS

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

B. It is anticipated that in 2020, the Bankruptcy Court will enter an order confirming the Plan (the “Confirmation Order”).

C. The Plan anticipates the existence of the Trust and the transfer and assignment to the Trust of the Trust Assets.

D. Pursuant to the Plan, the Trust is to use the Trust Assets to pay the Class 10 and Class 11 Claims and carry out the purposes of the Plan.

E. The Trust is established for the benefit of the Beneficiaries of the Trust, as defined in Section 1.6 of this Trust Agreement, and is intended to qualify as a “Designated” or “Qualified Settlement Fund” within the meaning of Section 468B of the Internal Revenue Code and the Treasury Regulations promulgated under the Internal Revenue Code and codified at 26 C.F.R. §§ 1.468B-1 to -5.

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

DECLARATION OF TRUST

Subject to the occurrence of the Effective Date, the Reorganized Debtor hereby absolutely assigns to the Trust, and to its successors in trust and its successors and assigns, all rights, title, and interest of the Reorganized Debtor in and to the Trust Assets;

TO HAVE AND TO HOLD unto the Trust and its successors in trust and its successors and assigns forever;

IN TRUST NEVERTHELESS upon the terms and subject to the conditions set forth in this Trust Agreement and for the benefit of the Beneficiaries, as defined below, as and to the extent provided in the Plan, and for the performance of, and compliance with, the terms of this Trust Agreement, the Plan, and the Confirmation Order;

PROVIDED, HOWEVER, that upon termination of the Trust in accordance with Article IV of this Trust Agreement, this Trust Agreement shall cease, terminate, and be of no further force and effect; and

IT IS HEREBY FURTHER COVENANTED AND DECLARED that the Trust Assets are to be held and applied by the Trustee upon the further covenants and terms and subject to the conditions set forth in this Trust Agreement.

ARTICLE I

AGREEMENT OF TRUST

1.1 Creation and Name. The Reorganized Debtor hereby creates the Trust known as “The Diocese of St. Cloud Settlement Trust,” which is the Trust provided for in the Plan. In the event of any inconsistency between the Plan and this Trust Agreement, the terms of the Plan shall govern.

1.2 Purpose. The purpose of the Trust is to assume responsibility for preserving, managing, and distributing Trust Assets to Class 10 Claimants and Class 11 Claimants in accordance with the Trust Agreement and the requirements of the Plan and Confirmation Order.

1.3 Transfer of Trust Assets. Pursuant to the Plan and upon the occurrence of the Effective Date, the Reorganized Debtor will irrevocably transfer, absolutely grant, assign, convey, set over and deliver to the Trust at all times as set forth in the Plan, all of the Reorganized Debtor’s rights, titles, and interests in and to the Trust Assets to be held in trust and for the uses and purposes stated in this Trust Agreement and in the Plan. The Trustee is hereby authorized to file with the proper governmental authorities any and all documents necessary or helpful to establish the Trust.

1.4 Transfer of Confidential Information. The Trustee shall maintain the confidentiality of all documents and follow the confidentiality procedures provided for in the Bankruptcy Court’s Order (I) Granting Expedited Relief, (II) Approving Claim Forms, (III) Approving Manner and Form of Notice, and (IV) Approving Confidentiality Procedures [Docket No. 46].

1.5 Irrevocability. 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.

1.6 Beneficiaries. The beneficiaries of the Trust are Class 10 Claimants and Class 11 Claimants under the Plan whose Claims are allowed by the Abuse Claims Reviewer (the “Beneficiaries”).

1.7 Acceptance of Assets and Assumption of Liabilities.

1.7.1 In furtherance of the purposes of the Trust, the Trustee hereby accepts the role of trustee of the Trust and accepts the grant, assignment, transfer, conveyance, and delivery of the Trust Assets to the Trust, subject to the terms and conditions set forth in this Trust Agreement, the Plan, and the Confirmation Order.

1.7.2 In furtherance of the purposes of the Trust, the Trustee, on behalf of the Trust, hereby expressly assumes all responsibility for preserving, managing, and distributing Trust Assets to the Beneficiaries in accordance with the terms of this Trust Agreement, the Plan, and the Confirmation Order. The Claims of the Beneficiaries will be evaluated by the Abuse Claims Reviewer in accordance with the Allocation Protocols, Plan Exhibits A and B.

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

1.7.4 In furtherance of the purposes of the Trust, the Trustee assumes responsibility for (a) making payments to the Beneficiaries; (b) receiving, collecting, liquidating, maintaining, and distributing the Trust Assets; and (c) fulfilling all other obligations of the Trust under this Trust Agreement, the Plan, and the Confirmation Order. The Trust will be administered consistent with the purpose of the Trust and with no objective to continue or to engage in the conduct of a trade or business, except to the extent reasonably necessary to preserve the value of the Trust Assets or as otherwise provided in the Plan or Confirmation Order.

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

ARTICLE II

CORPUS OF THE TRUST

2.1 Trust Composition. The Trust Assets shall include all property transferred to the Trust pursuant to the Plan, Confirmation Order, and any future orders of the Bankruptcy Court, including without limitation all rights of every kind, nature, and description transferred to the Trust pursuant to Article 20 of the Plan.

2.2 Transfer to Trust. After the Effective Date, pursuant to the Plan and Confirmation Order, 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 the Trust Assets of any other Person (including all Liens, claims, encumbrances or Interests of creditors of, or holders of claims against or Interests in the Reorganized Debtor) in accordance with Sections 1123, 1141, and 1146(a) of the Bankruptcy Code, except as otherwise provided for in the Plan. The Trustee, on behalf of the Trust, shall receive the Trust Assets when they are transferred to the Trust.

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

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

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

2.6 Trust Corpus. Subject to the terms of the Plan, the entirety of the Trust's corpus shall be available to pay the Beneficiaries and authorized expenses. The Trust Corpus shall be allocated, administered, and distributed as provided in the Allocation Protocols, the Plan, and the Confirmation Order.

2.7 Unknown Tort Claims. The Reorganized Debtor shall comply with the Unknown Tort Claims Obligation, as provided in Section 16.2 of the Plan. The payments to holders of Unknown Tort Claims shall be made in accordance with the Unknown Tort Claims Allocation Protocols and Plan.

2.8 Administrative Claims Reserve. Subject to the terms of the Plan (including Section 20.3 thereof), the Debtor may, if necessary, establish an Administrative Claim Reserve. This Administrative Claim Reserve, if established, may be held in any of the Debtor's existing bank accounts or a new account, in the Debtor's sole discretion, and which will be treated as restricted funds. Any amounts held as from funding to the Trust as part of the Administrative Claims Reserve that are not paid on account of Professional Charges will be remitted to the Trustee.

ARTICLE III

POWERS AND DUTIES OF TRUSTEE

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

3.2 Powers and Duties. The Trustee shall have, in addition to any other powers and duties conferred on the Trustee by applicable trust law (to the extent not inconsistent with applicable bankruptcy law, the Plan, and the Confirmation Order), the Plan, and the other provisions in this Trust Agreement, the following powers and duties:

3.2.1 To act as custodian of, and to receive, control, manage, liquidate, monetize, and dispose of, all Trust Assets for the benefit of the Beneficiaries as the Trustee deems appropriate to accomplish the purpose of the Trust, in accordance with the terms contained in this Trust Agreement, the Plan, and the Confirmation Order.

3.2.2 To abandon any property which the Trustee determines in the Trustee's reasonable discretion to be of *de minimus* value or of more burden than value to the Trust.

3.2.3 To protect and enforce the rights in and 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.

3.2.4 To enter into contracts in the course of administering the Trust Assets for liquidation and in conjunction with their disposition under this Trust Agreement and the Plan.

3.2.5 To open and maintain bank accounts on behalf of the Trust, deposit funds in the bank accounts, and draw checks on the bank accounts, as appropriate under this Trust Agreement, the Plan, and the Confirmation Order.

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

3.2.7 To incur on behalf of the Trust, and pay from the assets of the Trust, all fees, costs, and expenses of administering the Trust as provided in this Trust Agreement and the Plan. These fees, costs, and expenses include: (a) the fees of bankruptcy claims and/or distribution agents, (b) the fees and costs of professionals employed by the Trustee (the “Professionals”), including without limitation the Abuse Claims Reviewer, investment advisors, accountants, agents, managers, attorneys-at-law, actuaries, or auditors, (c) the premiums charged by insurers, including without limitation professional liability insurers, (d) reimbursement of any Statutory Fees and Court Costs incurred by the Reorganized Debtor (i) in the event the Trustee opposes the closure of the Reorganization Case, from the date of the filing of any such opposition through the closure of the Reorganization Case or (ii) should the Trustee reopen the Reorganization Case in the future.

3.2.8 In accordance with the evaluation of the Abuse Claims Reviewer pursuant to the Allocation Protocols, to make distributions, in accordance with the Allocation Protocols and Plan to Beneficiaries who have provided signed copies of all required releases and forms.

3.2.9 In the Trustee’s discretion, to rely on the authenticity of the signature of the Abuse Claims Reviewer, and the accuracy of the information set forth by, and the reasonableness of the determination of, the Abuse Claims Reviewer in the administration of the Allocation Protocols and assessment of the Class 10 and Class 11 Claims without any verification or confirmation.

3.2.10 In the Trustee’s discretion, as a party in interest, to seek enforcement of any provision of the Plan pertaining to the Trust.

3.2.11 To retain any attorney-at-law, consultant, expert, accountant, investment advisor, bankruptcy management company or such other agents and advisors as are necessary and appropriate to effectuate the purpose of, and maintain and administer, the Trust and shall be entitled to rely on advice given by such advisors within his, her, or its areas of competence. In no event, however, shall the Trustee incur fees from any professional, except the Trustee’s primary legal counsel, in excess of \$50,000.00 without prior approval of the Bankruptcy Court.

3.2.12 The Court appointed Kramer Law LLC to serve as Abuse Claim Reviewer prior to the Effective Date, and Kramer Law LLC shall serve as the Abuse Claim Reviewer for the Trustee on the terms approved by the bankruptcy court. The Trustee may subsequently remove any Abuse Claims Reviewer for cause. For purposes of this Trust Agreement, “cause” shall mean (a) the willful and continued refusal by the Abuse Claims Reviewer to perform the Abuse Claims Reviewer’s duties as set forth in this Trust Agreement, the Allocation Protocols, and the Plan, (b) gross negligence, gross misconduct, fraud, embezzlement, or theft, (c) a serious breach of fiduciary duty, or (d) other cause as the Trustee shall in good faith determine. In the event the Abuse Claims Reviewer resigns, is removed, or is otherwise unable to perform the Abuse Claims Reviewer’s obligations, the Trustee shall have exclusive authority to appoint a new Abuse Claims Reviewer. Nothing contained in this Trust Agreement shall prohibit the Trustee from also serving as the Abuse Claims Reviewer if the Trustee determines that serving as both the Trustee and the Abuse Claims Reviewer is in the best interest of the Trust and the Beneficiaries.

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

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

3.2.15 To amend, modify, or alter the Trust Agreement by filing a motion with the Bankruptcy Court, with notice to the Beneficiaries, the Reorganized Debtor, and any or all other parties in interest. For the avoidance of doubt, the amendments, modifications, or alterations may not be inconsistent with the terms of the Plan, the terms of the Confirmation Order, or the purpose of the Trust, as identified in Section 1.2 of this Trust Agreement.

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

3.2.17 To comply with Section 345 of the Bankruptcy Code with regard to the investment of the Trust Assets. The Trustee is relieved of any obligation to diversify.

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

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

3.2.20 The Trust will assume all duties, obligations, and indemnification responsibilities outlined in the Plan.

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

3.3.1 Guaranty any debt other than as provided for in this Trust Agreement or as required by the Plan;

3.3.2 Loan Trust Assets;

3.3.3 Make any transfer or distribution of Trust Assets other than those authorized in this Trust Agreement, the Plan, or the Confirmation Order;

3.3.4 Engage in any trade or business; or

3.3.5 Engage in any investments or activities inconsistent with the treatment of the Trust as a “Designated” or “Qualified Settlement Trust.”

ARTICLE IV

TERMINATION OF THE TRUST

4.1 Pre-Confirmation Termination. The Trustee shall terminate the Trust if (a) the Effective Date does not occur within one year from the date the Trust Agreement is executed by the Reorganized Debtor and the Trustee or (b) the Reorganization Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code (the “Pre-Confirmation Termination”). Upon the Pre-Confirmation Termination of the Trust, the Trust Agreement shall be null and void and of no force and effect, with the Trustee and the Reorganized Debtor both discharged from any and all duties and obligations provided for in this Trust Agreement.

4.2 Post-Confirmation Termination. The Trustee shall terminate the Trust after (a) the Trustee’s liquidation, administration, and distribution of the Trust Assets in accordance with this Trust Agreement and the Plan and (b) the Trustee’s full performance of all other duties and functions set forth in this Trust Agreement and the Plan (the “Post-Confirmation Termination”). The Trust shall terminate no later than the fifth anniversary of the Effective Date.

4.3 Post-Confirmation Termination Procedures. After the Post-Confirmation Termination of the Trust and solely for the purpose of liquidating and winding up its affairs, the

Trustee shall continue to act as Trustee until the Trustee's duties in this Trust Agreement and Plan have been fully performed. The Trustee shall retain the books, records, documents, and files that shall have been delivered to, or created by, the Trustee until distribution of all the Trust Assets. For purposes of this provision, the Trust Assets will be deemed distributed when the total amount remaining in the Trust is less than \$50,000. At the Trustee's discretion, all of the books, records, documents, and files may be destroyed at any time following the later of: (a) the first anniversary of the final distribution of the Trust Assets or (b) the date until which the Trustee is required by applicable law to retain the books, records, documents, and files; provided that, notwithstanding the foregoing, the Trustee shall not destroy or discard any books, records, documents, or files relating to the Trust without giving the Reorganized Debtor and the Beneficiaries reasonable prior written notice.

4.4 Post-Confirmation Termination Distribution. Upon Post-Confirmation Termination of the Trust, provided that all fees and expenses of the Trust have been paid or provided for in full, the Trustee will deliver all funds and other investments in the Trust, if any, including any investment earnings to a charity supporting survivors of childhood sexual abuse as set forth in the Confirmation Order.

4.5 Discharge, Exculpation, and Exoneration. Upon Post-Confirmation Termination of the Trust and accomplishment of all activities described in this Article, the Trustee and the Trustee's Professionals shall be discharged and exculpated from liability, and the Trustee's bond (if any), shall be exonerated except for 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 Trustee may, at the expense of the Trust, seek an order of the Bankruptcy Court confirming the discharges, exculpations, and exoneration referenced in this Section.

ARTICLE V

IMMUNITY, LIABILITY, AND INDEMNIFICATION OF TRUSTEE

5.1 Limitations on Liability. Neither the Trustee nor any of the Trustee's duly designated agents, representatives, or Professionals shall be liable for any act or omission taken or omitted by the Trustee 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 the Trustee's designated agents, representatives, or Professionals. The Trustee may, in connection with the performance of the Trustee's functions, and in the Trustee's sole and absolute discretion, consult with the Trustee's Professionals and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with the advice or opinions rendered by the Trustee's Professionals. Notwithstanding this authority, the Trustee shall be under no obligation to consult with the Trustee's Professionals, and the Trustee's good faith determination not to consult with the Trustee's Professionals shall not result in the

imposition of liability on the Trustee, unless the determination is based on the Trustee's recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud.

5.2 No Recourse Against the Trustee Personally. No recourse shall be had, directly or indirectly, against the Trustee personally, or against any employee, contractor, or Professional retained by the Trustee in accordance with the terms of this Trust Agreement, Plan, or Confirmation Order, 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 executed by the Trustee in implementation of this Trust Agreement or the Plan or by reason of the creation of any indebtedness by the Trustee under the Plan for any purposes authorized by this Trust Agreement or the Plan, it being expressly understood and agreed that any promise, contract, instrument, undertaking, obligation, covenant, or trust agreement entered into by the Trustee, whether in writing or otherwise, shall be enforceable only against, and be satisfied only out of, the Trust Assets and shall be evidence only of a right of payment out of the Trust Assets. The Trustee may be held liable for the Trustee's recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud; and if liability for these grounds is established, recourse may be had directly against the Trustee. The Trust will not be covered by a bond.

5.3 Indemnification. The Trustee, using Trust Assets, shall defend, indemnify, and hold harmless the Trustee, the Trustee's officers, directors, agents, representatives, and employees to the fullest extent that a corporation or trust organized under the laws of the state of Minnesota is entitled to defend, indemnify, and hold harmless its trustees, officers, directors, agents, representatives, and employees against any and all costs (including attorneys' fees and costs), judgments, awards, amounts paid in settlement, liabilities, expenses, claims, damages, or losses incurred by them in the performance of their duties under this Trust Agreement; provided that neither the Trustee nor the Trustee's officers, directors, agents, representatives, or employees shall be defended, indemnified, or held harmless in any way for any liability, expense, claim, damage, or loss for which they are ultimately held liable under Section 5.1 of this Trust Agreement.

ARTICLE VI

COMPENSATION AND EXPENSE REIMBURSEMENT OF TRUSTEE AND ITS AGENTS

6.1 Trustee Compensation. The Trustee shall be entitled to receive compensation from the Trust Assets as detailed in Exhibit 1.

6.2 Compensation of the Trustee's Professionals. Any Professional retained by the Trustee pursuant to this Trust Agreement or the Plan will be entitled to reasonable compensation for services rendered paid by the Trustee from the Trust Assets.

6.3 Reimbursement of Expenses. Any and all reasonably necessary costs and expenses incurred by the Trustee and any Professional retained by the Trustee, in performing their respective duties under this Trust Agreement and the Plan, will be reimbursed by the Trustee from the Trust Assets.

ARTICLE VII

SUCCESSOR TRUSTEE

7.1 Vacancy Caused by the Trustee's Resignation or Removal.

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

7.1.2 Any Survivor Claimant may petition the Bankruptcy Court to remove the Trustee.

7.1.3 The Bankruptcy Court may remove a Trustee for cause, which cause shall include, but shall not be limited to, the factors listed in Minnesota Statute § 501C.076(b). The removal will take effect upon the date the Bankruptcy Court specifies. In the event of removal, the Trustee shall, within thirty (30) days after such removal takes effect, or at some earlier date as the Bankruptcy Court may specify, deliver to the successor Trustee all of the Trust Assets which were in the possession of the Trustee along with a complete list of Trust Assets and a complete accounting of all transactions engaged in by the Trustee while serving as such.

7.2 Outgoing Trustee Obligations. In the event of the resignation or the removal of the Trustee, the Outgoing Trustee, in addition to the duties imposed under Sections 7.1.1 or 7.1.2, shall:

7.2.1 Execute and deliver by the effective date of the resignation or removal the documents, instruments, records, and other writings as may be reasonably requested by the Successor Trustee to effect the resignation or removal of the Outgoing Trustee and the conveyance of the Trust Assets to the Successor Trustee.

7.2.2 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 Outgoing Trustee.

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

The Outgoing Trustee hereby irrevocably appoints the Successor Trustee (and any interim trustee) as the Outgoing Trustee's attorney-in-fact and agent with full power of substitution for the Outgoing Trustee and the Outgoing Trustee's name, place, and stead to do any and all acts that the Outgoing Trustee is obligated to perform under this Trust Agreement. The appointment of the Successor Trustee as the Outgoing Trustee's attorney-in-fact and agent shall not be affected by the subsequent disability or incompetence of the Outgoing Trustee. The Bankruptcy Court may also enter any order necessary to effect the termination of the appointment of the Outgoing Trustee and the subsequent appointment of the Successor Trustee.

7.3 Appointment of Successor Trustee. Any vacancy in the office of the Trustee shall be filled by the nomination of a majority of the members of the Committee (notwithstanding dissolution of the Committee on the Effective Date), subject to the approval of the Bankruptcy Court, after notice and a hearing. If at least three (3) members of the Committee do not participate in the nomination of the Successor Trustee within 10 days after the Outgoing Trustee resigns, is removed, or otherwise becomes unable to serve, the counsel for the majority of Survivor Claimants shall designate a successor after notice to Beneficiaries and the Reorganized Debtor and a hearing, the Bankruptcy Court may appoint a Successor Trustee.

7.4 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 VIII

TRUSTEE REPORTING AND DISCHARGE

8.1 Annual Accountings. The Trustee shall prepare, at least annually, a written accounting of the administration of the Trust listing the current assets with fair market values and detailing all transactions that occurred during the period covered by the accounting. Each accounting shall be filed with the Bankruptcy Court for as long as the Bankruptcy Case remains open and pending before the Bankruptcy Court. Copies of the accounting shall be available to the Beneficiaries upon request. However, the Trustee shall redact any and all confidential and personal identifying information from any and all accountings or reports filed with the Bankruptcy Court or provided to any Beneficiary.

8.2 Approval of Accountings and Discharge of the Trustee. At any time when the Bankruptcy Case is open, the Trustee may file with the Bankruptcy Court a motion for approval of any accounting described in Section 8.1 of this Trust Agreement. Upon the entry of an order of the Bankruptcy Court approving the accounting, the Trustee shall be discharged from all liability to the Trust, any Beneficiary, or any Person who has or may have a claim against the Trustee or Trust for acts or omissions in the Trustee's capacity as Trustee with respect to all assets listed and transactions detailed in the accounting.

ARTICLE IX

SECTION 468B SETTLEMENT FUND

9.1 Qualification. In accordance with the Plan, the Trustee shall take all reasonable steps to ensure that the Trust will qualify as, and remain, a "Designated" or "Qualified" settlement fund within the meaning of Section 468B of the Internal Revenue Code of 1986 (as amended, the "Tax Code") and the regulations promulgated pursuant the Tax Code (the "Treasury Regulations"). The Reorganized Debtor shall be the "Transferor" within the meaning of Treasury Regulation Section 1.468B-1(d)(1). The Trustee shall be classified as the "Administrator" within the meaning of Treasury Regulation Section 1.468B-2(k)(3).

9.2 All Events Test and Economic Performance Requirement. It is intended that the transfer of the Trust Assets to the Trust shall satisfy the "All Events Test" and the "Economic Performance" requirement of Section 461(h)(1) of the Tax Code and Treasury Regulation Section 1.461-1(a)(2).

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

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

9.5 Filing Requirements. The Trustee shall cause to be filed, on behalf of the Trust, all required federal, state, and local tax returns in accordance with the provisions of Treasury Regulation Section 1.468B-2(k)(1). The Reorganized Debtor shall file an election statement satisfying the requirements of Treasury Regulation Section 1.468B-1(k)(2)(ii) so that the Trust is treated as a grantor trust under Section 671 of the Tax Code and the Treasury Regulations. The election statement shall be included with the Trust's first timely filed trust income tax return. The Reorganized Debtor shall supply to the Trustee and to the Internal Revenue Service the statement described in Treasury Regulation Section 1.468B-3(e)(2) no later than February 15 of the year following each calendar year in which the Reorganized Debtor makes a transfer to the Trust.

9.6 Broad Powers of the Trustee. The Trustee is empowered to take all actions, including any action consistent with those expressly set forth in Article IX of this Trust Agreement, as the Trustee deems necessary to reasonably ensure that the Trust is treated as a “Designated” or “Qualified” settlement fund under Section 468B of the Tax Code and the Treasury Regulations. Further, the Trustee may, unilaterally and without order from the Bankruptcy Court, amend, either in whole or in part, any administrative provision of this Trust Agreement which causes unanticipated tax consequences or liabilities inconsistent with Article IX of this Trust Agreement.

ARTICLE X

BENEFICIARIES

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

10.2 Rights of Beneficiaries. The rights of a Beneficiary under this Trust Agreement shall, upon the death or incapacity of an individual Beneficiary, pass to the legal representative of the Beneficiary. A Beneficiary shall have no title to, right to, possession of, management of, or control of the 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 the Beneficiaries under this Trust Agreement, the Plan, the Confirmation Order, and the Allocation Protocols.

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

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 Plan Incorporation. The terms of the Plan and the Confirmation Order are incorporated into and made part of this Trust Agreement as if fully set forth herein. In the event of any conflict between the terms of this Trust Agreement and the Plan, the terms of the Plan shall govern.

11.2 Notices. All notices or deliveries required or permitted under this Trust Agreement shall be given as directed in the Plan, to the following:

If to the Trust or Trustee:

DW Harrow & Assoc., LLC
1880 State Highway 309
Kerens, TX 75144

with a copy to:

Stinson LLP
Attention: Edwin H. Caldie
50 South Sixth Street, Suite 2600
Minneapolis, Minnesota 55402
Email: ed.caldie@stinson.com

If to a Beneficiary:

Counsel who signed the Beneficiary's Proof of Claim or, for an unrepresented Beneficiary, to the address for the Beneficiary provided in the Proof of Claim.

If to the Reorganized Debtor:

The Diocese of St. Cloud
P.O. Box 1248
St. Cloud, MN 56302

with a copy to:

Quarles & Brady LLP
Attention: Jason D. Curry
One Renaissance Square, Two North Central Avenue
Phoenix, Arizona 85004
Email: jason.curry@quarles.com

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

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

11.5 Entirety of Trust Agreement. Except with respect to the Plan and Confirmation Order, this Trust Agreement supersedes any and all prior oral discussions and agreements with respect to the subject matter in this Trust Agreement. This Trust Agreement, together with the Exhibits to the Trust Agreement, the Plan, and the Confirmation Order, contain the sole and entire Trust Agreement and understanding with respect to the matters addressed in the Trust Agreement. It is acknowledged that there are no communications or oral understandings that are contrary to, or that in any way restrict, this Trust Agreement and that all prior agreements or understandings within the scope of the subject matter of this Trust Agreement are, upon execution and delivery of this Trust Agreement, superseded, null, and void.

11.6 Counterparts. This Trust Agreement may be executed in two or more counterparts, with the same effect as if all signatures on the counterparts appeared on one document, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures delivered by any other electronic means shall have the same force and effect as original signatures.

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Reorganized Debtor and the Trustee execute this Trust Agreement as of the ___ of _____, 2020.

TRUSTEE:

By: _____
Title: _____

THE DIOCESE OF ST. CLOUD, a
Minnesota religious corporation, as Reorganized
Debtor:

By: _____
Title: _____

EXHIBIT 1

TRUSTEE COMPENSATION

DW Harrow & Assoc., LLC will charge an average hourly rate of \$385.00.

EXHIBIT F

**TO BE FILED ON
OR BEFORE
OCTOBER 14, 2020**

EXHIBIT 1

Diocese of St. Cloud
Balance Sheet as of 9/30/2020

	Unrestricted Balance	Restricted Balance
<u>Assets</u>		
Cash		
Cash - Checking	564,644.88	-
Cash - Annual Appeal Lockbox	-	158,509.88
Total Cash	<u>564,644.88</u>	<u>158,509.88</u>
Investments		
Diocesan Investments - Restricted	-	608,938.46
Other Investments - Settlement Funds	14,205,499.26	-
Total Investments	<u>14,205,499.26</u>	<u>608,938.46</u>
Accounts Receivable		
Accounts Receivable	333,517.01	24,263.00
Spiritual Care Suspense	1,380.00	-
Less: Allowance for Doubtful Accounts	(248,580.97)	(4,973.00)
Total Accounts Receivable	<u>86,316.04</u>	<u>19,290.00</u>
Total Current Assets	<u>14,856,460.18</u>	<u>786,738.34</u>
Property and Equipment		
Land and Land Improvements	190,493.99	-
Buildings and Improvements	5,235,516.43	-
Equipment	351,792.56	-
Less: Accumulated Depreciation	(4,789,066.30)	-
Total Property and Equipment	<u>988,736.68</u>	<u>-</u>
Total Assets	<u>15,845,196.86</u>	<u>786,738.34</u>

Current Liabilities

Accounts Payable	915.94	-
	<hr/>	<hr/>
Accrued Expenses		
Accrued Vacation Expense	128,460.93	-
Total Accrued Expenses	<u>128,460.93</u>	<u>-</u>
Notes Payable		
Note payable to Diocese of St. Cloud Deposit and Loan Fund, a Minnesota nonprofit corporation	82,078.95	-
Payroll Protection Program Note	<u>512,500.00</u>	<u>-</u>
Total Notes Payable	<u>594,578.95</u>	<u>-</u>
Total Current Liabilities	<u>723,955.82</u> Note 5	<u>-</u>
Net Assets	<u>15,121,241.04</u>	<u>786,738.34</u>
Total Liabilities and Net Assets	<u>15,845,196.86</u>	<u>786,738.34</u>

Note 1

The funds held in this account are donor-restricted for specific purposes. The debtor cannot use the funds for general operating expenses.

Note 2

Restricted/Custodial Charles Schwab Investments as of 9/30/2020	\$608,938.46	Donor-restricted or held for others. Pooled for investment purposes.
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Note 3

These funds are held in FDIC insured CDs and a small amount of insured treasury notes.

Note 4

These assets do not include property the debtor holds for others.

Note 5

These liabilities do not include amounts asserted by Tort Claimants in connection with sexual abuse claims. The alleged amount of these claims are unknown, but they are believed to far exceed the debtor's assets.

EXHIBIT 2

Diocese of St. Cloud - 5 year projection

	Jan 2021	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Year 2021	Total Year 2022	Total Year 2023	Total Year 2024	Total Year 2025	Total Year 2026
Revenues																		
Investment Income	980	980	980	980	980	980	980	980	980	980	980	980	11,762	11,762	11,762	11,762	11,762	11,762
Settlement Fund	21,130,000												21,130,000					
D & L Line of Credit/Loan	1,870,000			200,000									2,070,000					400,000
Sale of Assets												517,000	517,000					
Foundation Grants	36,917	36,917	36,917	36,917	136,917	36,917	36,917	36,917	36,917	36,917	36,917	36,917	543,000	543,000	543,000	543,000	543,000	543,000
Parish Assess. & Audits	250,597	250,597	250,597	250,597	250,597	250,597	250,597	250,597	250,597	250,597	250,597	250,597	3,007,160	3,007,160	3,007,160	3,037,232	3,067,604	3,098,280
Annual Appeal	108,667	108,667	108,667	108,667	108,667	108,667	108,667	108,667	108,667	108,667	108,667	108,667	1,304,000	1,304,000	1,304,000	1,304,000	1,304,000	1,304,000
Program Fees and Contract Income	39,571	39,571	39,571	39,571	39,571	39,571	39,571	39,571	39,571	39,571	39,571	39,571	474,855	474,855	474,855	474,855	474,855	474,855
Advertising	4,583	4,583	4,583	4,583	4,583	4,583	4,583	4,583	4,583	4,583	4,583	4,583	55,000	55,000	55,000	55,000	55,000	55,000
Catholic Mutual Refund	19,833	19,833	19,833	19,833	19,833	19,833	19,833	19,833	19,833	19,833	19,833	19,833	238,000	238,000	238,000	238,000	238,000	238,000
Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Restricted Gifts	833	833	833	833	833	833	833	833	833	833	833	833	10,000	10,000	10,000	10,000	10,000	10,000
Misc & Unrestricted Cont.	3,517	3,517	3,517	3,517	3,517	3,517	3,517	3,517	3,517	3,517	3,517	3,517	42,200	42,200	42,200	42,200	42,200	42,200
Total Revenues	23,465,498	465,498	465,498	665,498	565,498	465,498	465,498	465,498	465,498	465,498	465,498	982,498	29,402,977	5,685,977	5,685,977	5,716,049	5,746,421	6,177,097
Expenses:																		
Wages & Benefits																		
Wages	158,619	158,619	158,619	158,619	158,619	158,619	161,791	161,791	161,791	161,791	161,791	161,791	1,922,460	1,941,497	1,980,326	2,019,933	2,060,332	2,101,538
Benefits & Taxes	65,392	65,392	65,392	65,392	65,392	65,392	65,392	65,392	65,392	65,392	65,392	65,392	784,702	784,700	793,560	802,420	811,280	820,140
Total Wages & Benefits	224,011	224,011	224,011	224,011	224,011	224,011	227,183	227,183	227,183	227,183	227,183	227,183	2,707,162	2,726,197	2,773,886	2,822,353	2,871,612	2,921,678
Assessments																		
USCCB	3,911	3,911	3,911	3,911	3,911	3,911	3,911	3,911	3,911	3,911	3,911	3,911	46,932	46,932	48,340	49,790	51,284	52,822
Minnesota Catholic Conf.	7,628	7,628	7,628	7,628	7,628	7,628	7,628	7,628	7,628	7,628	7,628	7,628	91,536	91,536	94,282	97,111	100,024	103,025
Canon 1271	3,578	3,578	3,578	3,578	3,578	3,578	3,578	3,578	3,578	3,578	3,578	3,578	42,930	42,930	42,930	42,930	42,930	42,930
St. Mary's Cathedral	858	858	858	858	858	858	858	858	858	858	858	858	10,300	10,300	10,300	10,300	10,300	10,300
Total Assessments	15,975	15,975	15,975	15,975	15,975	15,975	15,975	15,975	15,975	15,975	15,975	15,975	191,698	191,698	195,852	200,131	204,538	209,077
Professional Services																		
Us Trustee Quarterly Fees -	-	-		225,000			17,100				13,300		255,400					
Legal (Post effective Date)	20,000	20,000	20,000	15,000	15,000	15,000	10,000	10,000	10,000	10,000	10,000	10,000	165,000	100,000	80,000	50,000	50,000	50,000
Computer Processing	4,125	4,125	4,125	4,125	4,125	4,125	4,125	4,125	4,125	4,125	4,125	4,125	49,500	49,995	50,495	51,000	51,510	52,025
Parish Review	7,917	7,917	7,917	7,917	7,917	7,917	7,917	7,917	7,917	7,917	7,917	7,917	95,000	95,000	95,000	95,000	95,000	95,000
CNS News Service & Editorial	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	35,000	35,350	35,704	36,061	36,421	36,785
Misc	2,190	2,190	2,190	2,190	2,190	2,190	2,190	2,190	2,190	2,190	2,190	2,190	26,280	26,280	26,280	26,280	26,280	26,280
Total Professional Services	37,148	37,148	37,148	257,148	32,148	32,148	44,248	27,148	27,148	40,448	27,148	27,148	626,180	306,625	287,478	258,340	259,211	260,090
General/Operating Expenses:																		
Telephone & Internet	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	19,851	19,851	20,050	20,250	20,453	20,657
Postage	9,154	9,154	9,154	9,154	9,154	9,154	9,154	9,154	9,154	9,154	9,154	9,154	109,850	109,850	110,949	112,058	113,179	114,310
Printing	18,817	18,817	18,817	18,817	18,817	18,817	18,817	18,817	18,817	18,817	18,817	18,817	225,800	225,800	228,058	230,339	232,642	234,968
Advertising	300	300	300	300	300	300	300	300	300	300	300	300	3,600	3,600	3,636	3,672	3,709	3,746
Travel	1,527	1,527	1,527	1,527	1,527	1,527	1,527	1,527	1,527	1,527	1,527	1,527	18,324	18,324	18,507	18,692	18,879	19,068
Conferences/Training	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000	24,000	24,000	24,000	24,000	24,000
Formation	25,879	25,879	25,879	25,879	25,879	25,879	25,879	25,879	25,879	25,879	25,879	25,879	310,550	310,550	313,656	316,792	319,960	323,160
Dues & Memberships	648	648	648	648	648	648	648	648	648	648	648	648	7,775	7,775	7,853	7,931	8,011	8,091
Subscriptions	292	292	292	292	292	292	292	292	292	292	292	292	3,500	3,500	3,535	3,570	3,606	3,642
Computer Replacements	583	583	583	583	583	583	583	583	583	583	583	583	7,000	7,000	7,070	7,141	7,212	7,284
Insurance	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	150,000	150,000	151,500	153,015	154,545	156,091
Safe Environment	167	167	167	167	167	167	167	167	167	167	167	167	2,000	2,000	2,020	2,040	2,061	2,081
Program Direct Expenses	34,500	34,500	34,500	34,500	34,500	34,500	34,500	34,500	34,500	34,500	34,500	34,500	414,000	414,000	418,140	422,321	426,545	430,810
Employee Retention	2,017	2,017	2,017	2,017	2,017	2,017	2,017	2,017	2,017	2,017	2,017	2,017	24,200	24,200	24,442	24,686	24,933	25,183
SCCH Utilities and Maint													-	-	-	-	-	-

Diocese of St. Cloud - 5 year projection

	Jan 2021	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Year 2021	Total Year 2022	Total Year 2023	Total Year 2024	Total Year 2025	Total Year 2026
Lay Pension Distribution	2,183	2,183	2,183	2,183	2,183	2,183	2,183	2,183	2,183	2,183	2,183	2,183	26,200	26,200	26,462	26,727	26,994	27,264
Newman Center Program Expenses	7,917	7,917	7,917	7,917	7,917	7,917	7,917	7,917	7,917	7,917	7,917	7,917	95,000	95,000	95,950	96,910	97,879	98,857
Other Program Funding	3,167	3,167	3,167	3,167	103,167	3,167	3,167	3,167	3,167	3,167	3,167	3,167	138,000	138,000	139,380	140,774	142,182	143,603
Misc Office	7,295	7,295	7,295	7,295	7,295	7,295	7,295	7,295	7,295	7,295	7,295	7,295	87,540	87,540	88,415	89,300	90,193	91,094
Utilities Chancery and PC	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	19,200	19,200	19,392	19,586	19,782	19,980
Contingency Health	417	417	417	417	417	417	417	417	417	417	417	417	5,000	5,000	5,050	5,101	5,152	5,203
Repairs & Maintenance	1,383	1,383	1,383	1,383	1,383	1,383	1,383	1,383	1,383	1,383	1,383	1,383	16,596	16,596	16,762	16,930	17,099	17,270
D & L Loan Payment	3,116	6,233	6,233	6,900	6,900	6,900	6,900	6,900	6,900	6,900	6,900	523,900	594,683	163,164	163,164	163,164	163,164	163,164
Equipment Rental	2,434	2,434	2,434	2,434	2,434	2,434	2,434	2,434	2,434	2,434	2,434	2,434	29,211	29,211	29,503	29,798	30,096	30,397
Total General Expenses	139,549	142,666	142,666	143,333	243,333	143,333	143,333	143,333	143,333	143,333	143,333	660,333	2,331,880	1,900,361	1,917,493	1,934,796	1,952,273	1,969,924
Diocesan Distributions:																		
Annual Appeal Distributions	-	-	-	-	-	205,000	-	-	-	-	-	-	205,000	205,000	205,000	205,000	205,000	205,000
CEM Scholarships	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	50,000	50,000	50,000	50,000	50,000	50,000
Total Expenses	420,850	423,967	423,967	644,634	519,634	624,634	434,906	417,806	417,806	431,106	417,806	934,806	6,111,920	5,379,881	5,429,710	5,470,620	5,542,633	5,615,769

Plan Payments

Class	Jan 2021	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Year 2021	Total Year 2022	Total Year 2023	Total Year 2024	Total Year 2025	Total Year 2026
Administrative Claims - Great American	3,221												3,221					
Professional Charges	500,000												500,000					
Priority Unsecured Claims													-					
Priority Tax Claims					3,302								3,302					
1 Priority Employee Unsecured Claims													-					
2 Petition Date Secured Tax Claims													-					
3 Faricy Claim	-	-						4,000	4,000	4,000	4,000	4,000	20,000	48,000	48,000	48,000	48,000	373,623
4 USBank PPP Loan Claim													-					
5 Catholic Charities Claims													-					
General Unsecured Convenience Claims													-					
6 < \$2000 Paid Feb 2021	899												899					
7 General Unsecured Claims >\$2000								15,000					15,000	15,000	15,000	15,000	15,000	13,000
8 Other Tort and Employee Claims													-					
9 Annuity Claims													-					
10 Tort Claims	22,500,000												22,500,000					
11 Unknown Tort Claims													-	150,000	100,000	100,000	75,000	75,000
12 Co-Defendant and Parish Claims													-					
13 Insurance Benefit Claims													-					
14 Penalty Claims													-					
Total Plan Payments	23,004,120	-	-	-	3,302	-	-	19,000	4,000	4,000	4,000	4,000	23,042,422	213,000	163,000	163,000	138,000	461,623
Operating Surplus (Deficit)	40,529	41,531	41,531	20,865	42,563	(159,136)	30,592	28,692	43,692	30,392	43,692	43,692	248,635	93,096	93,267	82,428	65,788	99,705

Notes:

Deposit and Loan Line of Credit

Deposit and Loan Line of Credit/Loan for 2021 the agreement is to pay interest only (at 4%) will pay down with sales of assets

For the years of 2022 through 2026 the loan amortization is \$1,553,000 P & I over 12 years

Sale of Assets

3 homes on Chancery property are for sale, expect to net \$517,000 This plan assumes we will have it liquidated by the last Qtr of 2021. The proceeds will be applied to the Line of Credit.