

NON-MONETARY COMMITMENTS

The Christian Brothers' Institute and The Christian Brothers of Ireland, Inc. and the Official Committee of Unsecured Creditors (the "Plan Proponents") jointly submitted a proposed Reorganization Plan to the United States Bankruptcy Court for the Southern District of New York. The Proposed Plan was approved by the Bankruptcy Court (the "Plan").

In order to further promote healing and reconciliation, and in order to continue the Plan Proponents efforts to prevent sexual abuse from occurring in the Province in the future, the Debtors, the Province and Reorganized Debtors agree to the following:

1) The Province and the Debtors represent that they have implemented the following:

- a) Edmund Rice Christian Brothers North America Instruments of Hope and Healing Program;
- b) Protection of Children and Vulnerable Adults Province Policy Statement and Procedures; and
- c) Ethics in Ministry Policy and Procedures for Positive Relationships between Members and Minors and Vulnerable Adults is dated as of February 2013 (the "Policies and Procedures"). Full compliance with the Policies and Procedures' ZERO TOLERANCE policy is mandatory. The Child Protection Consultant (as defined below) will evaluate and be authorized to make non-public recommendations with respect to the Policies and Procedures and any of the Debtors' and/or Province's Policies regarding protection of children and vulnerable adults.

2) As of the Effective Date of the Plan, the Trust may retain, at its sole cost and expense, a third-party expert in the field of child protection that is collectively acceptable to the Province, the Debtors and the Trust (the "Child Protection Consultant") for the purpose of: evaluating and making non-public recommendations with respect to all current and child protection programs administered by the Debtors and/or the Province, including the current Policies and Procedures. Such non-public recommendations will be issued by the Child Protection Consultant within the later of sixty (60) days of the Effective Date of the Plan or the Child Protection Consultant's retention; provided that the Child Protection Consultant shall have up to an additional sixty (60) days upon notice to parties in interest.

3) For a period of not less than ten (10) years after the Effective Date of the Plan, the Province shall post through a prominent "one-click" link on the Province website's home page (www.ercbna.org) or its successor, a list of the names of all known Brothers, who are identified in at least two (2) Sexual Abuse Claims filed as proofs of claim (including proofs of claim for future claims). The Province will footnote that it has not tested the merits of any of the claims. The Committee and the Debtors shall meet and

confer to identify such Brothers. If there is a disagreement about whether a Claim is a Sexual Abuse Claim for the purposes of this undertaking, Judge Elizabeth Stong, the mediator in these Cases, shall make the final determination. No determination of the character of a Claim shall be binding on any party except for the purposes of this undertaking. Notwithstanding anything contained herein, the Province shall not be required to list any Brother on account of Sexual Abuse Claims asserted in Canada after 1962. Notwithstanding the time limit set forth herein, the Province shall maintain the non-monetary post for any longer period of time if recommended by the U.S. Conference of Major Superiors of Men.

4) Within a reasonable time after the Effective Date of the Plan, the Province's Team Leader shall send letters of apology to all Sexual Abuse Claimants or, if requested, to immediate family member(s); provided, however, that the Province's Team Leader shall have the discretion, but not the obligation, to send a letter of apology to any Sexual Abuse Claimant who asserts a claim based on sexual abuse that occurred in Canada after December 9, 1962.

5) After the Effective Date of the Plan, a member of the Province's Leadership Team shall meet with each Sexual Abuse Claimant who desires to meet with a member of the Province's Leadership Team. The Sexual Abuse Claimant may be accompanied at the meeting by one person. The meeting shall be subject to all privileges related to mediation proceedings and settlement offers. The Province's Team Leader shall schedule meetings, at reasonable times and places, in each of the following locations (the "Meeting Locations"): St Johns, Newfoundland, Canada; New Rochelle, New York; Chicago, Illinois; Seattle, Washington and New Jersey (mutually agreeable location to be determined). All meetings shall be concluded within one (1) year after the Effective Date of the Plan. The Province's Team Leader shall select a reasonable time and place for such meetings. Sexual Abuse Claimants who filed proofs of claim shall be informed of the date, time and address for each Meeting Location within thirty (30) days after the Effective Date of the Plan and shall have up to thirty (30) days to schedule a meeting at any of the Meeting Locations. [UPDATE: The Provincial Leader and Deputy Provincial have met with those survivors who accepted the Province's invitation to meet at the locations set forth in this paragraph 5.]

6) In regard to communications to/with the media, the Province and the Debtors shall institute a policy requiring all members of the Province, (including but not limited to the Province's Team Leader, the Province's Leadership Team, the Debtors' trustees, officer and directors, and the Province's or the Debtors' official spokespersons) not refer either verbally or in writing to Sexual Abuse Claimants who filed proofs of claim or proofs of future claims as "alleged" claimants, "alleged" victims or "alleged" survivors and will require the same to refer to Sexual Abuse Claimants as "survivors" or "survivors of sexual abuse." The communications may state that the Province has not tested the merits of any of the Abuse Claims.

7) The Debtors and Province have represented that in February 2013, each Brother received the revised Province Ethics Policies that included mandatory reporting laws for each U.S. state and Canadian Province. The revised Policies require every

Brother who has knowledge to promptly report “[A]ll allegations of sexual abuse that may have been committed by a Member to civil authorities (with full cooperation from the Province) in the jurisdiction in which the alleged incident occurred if the alleged victim is a minor at the time the allegation is being made.” To remain in Ministry each Brother was required to sign a form stating that he has read, understands and will be in compliance with all policies. The Debtors and Province also have represented that their compliance with their child safety programs is audited by Praesidium, Inc. every three (3) years and that the audit is not made available to the general public.

8) Based on the foregoing representations, the Debtors and Province will provide the Trustee a copy of the next two (2) post-Effective Date of the Plan audit(s) of their child safety programs. The Trustee may publish an audit if the audit finds that the Debtors and/or Province are not in compliance with the child safety programs.

9) The Debtors shall ask each of the Christian Brothers Schools¹ to prominently display a plaque that states: “The abuse of the spiritual, emotional, physical and moral well-being of the children and young men [and women (if applicable)] of [name of school] shall not be tolerated.” The Debtors will ask that each plaque be no less than 8.5 inches by 11 inches and placed next to the door of the principal’s office without obstruction by plants, furniture, or any other items.

10) Upon written notification to counsel for the Debtors, any Person who has a confidentiality obligation pursuant to a prepetition settlement with the Debtors or the Province relating to Abuse is released from such obligation as to the Debtors and the Participating Parties. Nothing contained herein releases the Debtors and/or Province of their confidentiality obligations under such settlements. Consistent with existing policies, the Province and the Debtors shall not include confidentiality provisions in any settlement agreement related to sexual abuse entered into by the Province and/or the Debtors except at the written request of the other Person.

11) The Province and/or the Debtors shall continue to require and fund annual mandatory reporting training for all of its Brothers who are in active ministry.

12) The Debtors and/or Province shall file a timely “no objection” to the pending motion by the Committee for the release of documents in the possession of counsel representing Abuse Claimants in Canada and which were produced to counsel through discovery. The Debtors and/or the Province shall perform this undertaking although an order confirming the Plan may not yet have been entered.

13) If any non-Debtor co-Defendant in abuse litigation agrees to produce its own documents as part of a settlement of abuse Litigation, the Debtors and/or Province shall not object to any such production.

¹ For the purposes of these undertakings, the “Christian Brothers Schools” means any school that educates minors in which Brothers of the Province are the only trustees. Those schools are All Hallows High School, Brother Rice High School (MI), Brother Rice High School (IL), St. Laurence High School, Iona Preparatory School, Palma School, Catholic Memorial High School, Bergen Catholic High School, and Damien Memorial High School.

14) Pursuant to Rule 706 of the Federal Rules of Evidence, on request of the Trustee, the Bankruptcy Court shall appoint an expert witness to inspect all of the Debtors' and/or Province's books, records, documents, files and archives (subject to canonical privileges, if any, recognized by a court in the United States) for the sole purpose of obtaining direct or indirect evidence of liability insurance of the Debtors, the Province or the Congregation providing insurance coverage for Sexual Abuse Claims. The Bankruptcy Court shall appoint an expert witness nominated by the Committee or the Trust. As set forth in F.R.E. 706, the witness shall advise the Trust and the Debtors of the witness' findings; provided, however, that any evidence of such insurance shall be redacted to exclude any information that is not directly or indirectly related to the existence of such insurance. The expert witness's fees and expenses shall be borne by Trust and not by the Debtors or the Province.

15) The Province shall publish on the Province's website home page, or its successor, as standalone documents, these non-monetary stipulations (as a stand-alone document) for a period of five (5) years after the Effective Date of the Plan.

16) The Bankruptcy Court shall retain jurisdiction to adjudicate disputes that arise with respect to these non-monetary undertakings. The Bankruptcy Court may appoint a special master or arbitrator to adjudicate any such disputes or implement these undertakings.

17) On the six (6) month and one (1) year anniversary of the Effective Date of the Plan, the Reorganized Debtors shall file a report with the Bankruptcy Court regarding their compliance with the undertakings in this Section. If the Cases are closed before either anniversary, the Reorganized Debtors shall serve the report on the Trustee.

18) The Trust shall have standing and shall be authorized, but not directed, to seek enforcement of any of the terms of these non-monetary undertakings.