

EXHIBIT E

TRUST AGREEMENT

THE ROMAN CATHOLIC BISHOP OF HELENA TRUST AGREEMENT

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

This Trust Agreement is entered into pursuant to the Plan.

RECITALS

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

B. On ____, 2015, the Bankruptcy Court entered an order confirming the Plan (the “Confirmation Order”) [Docket Nos. __ (Plan) and __ (Confirmation Order)]. The Plan and the Confirmation Order are incorporated into this Trust Agreement by this reference.

D. The Plan provides for the creation of The Roman Catholic Bishop of Helena Trust (the “Trust”) and the transfer and assignment to the Trust of the Trust Assets.

E. The Trust is established for the benefit of the Beneficiaries (as defined in **Section 1.1.2.4** hereof) and is intended to qualify as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d).

F. Pursuant to the Plan and the Confirmation Order, Omni Management Acquisition Corp. (the “Trustee”) was duly appointed as a representative of the Estate pursuant to Sections 1123(a)(5), (a)(7), and (b)(3)(B) of the Bankruptcy Code.

G. The Trust is intended to qualify as a “grantor trust” for federal income tax purposes and the Trustee shall administer and maintain the Trust in compliance with the guidelines for liquidating trusts as set forth in Internal Revenue Service Revenue Procedure 94-45, 1994-2 C.B. 684, and Treasury Regulation Section 1.671-4(a) and all subsequent guidelines regarding liquidating trusts issued by the Internal Revenue Service (the “IRS”).

H. The Trustee has a list setting forth the Holders of Claims filed and/or scheduled that are classified in Class 4.

NOW, THEREFORE, pursuant to the Plan and the Confirmation Order, in consideration of the premises and the provisions in the Plan, and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Trustee agrees as follows:

ARTICLE I

DEFINITIONS

1.1 Defined Terms. Unless otherwise stated herein, capitalized terms used in this Trust Agreement shall have the meanings assigned to them in the Plan, the General Allocation Plan the Province Allocation Plan (collectively, the “Allocation Plans”). Terms defined in the Bankruptcy Code, and not otherwise specifically defined in the Plan or herein, when used herein, have the meanings attributed to them in the Bankruptcy Code.

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

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

1.2.2 “Beneficiary” means (a) the Class 4 Claimants whose Claims are not disallowed by the Bankruptcy Court (including Holders of any Class 4 Province Channeled Claims that have executed the Province Release); (b) any Class 5 Claimants whose Claims may be payable under the Plan as and when such Claimants assert their Class 5 Claims (including Holders of any Class 5 Province Channeled Claims who may execute the Province Release) and (c) those for whom Reserves for the various fees, costs and expenses, including reasonable attorneys’ fees and costs, in administering the Trust have been established.

1.2.3 “Holder” means, depending on the context, any Person holding a Claim in the Cases, or any Person holding the interest of a Beneficiary.

1.2.4 “Reserves” means the reserves established by the Trustee pursuant to this Trust Agreement and the Plan.

ARTICLE II

NAME OF THE TRUST

2.1 The trust created by this Trust Agreement shall be known as the “The Roman Catholic Bishop of Helena Trust” and referred to herein as the “Trust.”

ARTICLE III

APPOINTMENT AND ACCEPTANCE OF TRUSTEE

3.1 Omni Management Acquisition Corp. hereby accepts the trusteeship of the Trust created by this Trust Agreement and the grant, assignment, transfer, conveyance and delivery of

assets to the Trust, subject to the terms and conditions set forth in the Plan, the Confirmation Order and this Trust Agreement. The Trustee shall have all the rights, powers and duties set forth in the Plan and this Trust Agreement and available under applicable law for accomplishing the purposes of the Trust. The Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purpose of the Trust and not otherwise, and in accordance with applicable law. The Trustee shall have the authority to bind the Trust within the limitations set forth herein, but shall for all purposes hereunder be acting in the capacity as Trustee, and not individually.

ARTICLE IV

DECLARATION AND ESTABLISHMENT OF THE TRUST

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

ARTICLE V

CORPUS OF THE TRUST

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

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

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

5.1.3 The Cash from the Reorganized Debtor and/or the Settling Insurers (exclusive of any payments from the Province) as set forth in the Plan at Section 9.2;

5.1.4 No less than \$3.95 million in Cash from the Province pursuant to the Province Settlement upon satisfaction of all conditions thereto in the Plan or upon approval of the Province Alternate Settlement upon satisfaction of all conditions thereto ; and

5.1.5 All income and sale proceeds derived from any of the above assets of the Trust.

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

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

ARTICLE VI

PURPOSE OF THE TRUST

6.1 On the Effective Date, and subject to the terms of the Plan, the Trust will assume all of the rights and duties of the Trust contemplated by the Plan. Nothing contained in this Trust Agreement is intended to affect, diminish or impair the Tort Claimants' rights under the Plan against Co-defendants (except the Province, which is not a Co-defendant under the Plan, pursuant to the Province Settlement Agreement).

6.2 The Trust will assume responsibility for: (a) establishing the respective Reserves with respect to the Trust; (b) making payments to the holders of payable Class 4 Claims that become payable under the Plan, the Allocation Plans, and Trust Agreement, (e) receiving, collecting, liquidating, maintaining and distributing the Trust Assets; (c) making payments to holders of payable Class 5 Claims that become payable under the Plan, the Allocation Plans, and the Trust Agreement, (d) making payments to holders of payable Province Channeled Claims that become payable under the Plan, the Allocation Plans and the Trust Agreement and (f) fulfilling all other obligations under the Trust Agreement. The Trust will be administered consistent with the liquidating 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 liquidation value of the Trust Assets (including the prosecution of litigation), or as otherwise provided in the Plan.

6.3 This Trust Agreement sets forth the terms of the Trust contemplated by the Plan. In the event of any inconsistency between the Plan and this Trust Agreement, the provisions of the Plan shall govern.

6.4 Subject to Section 6.5, no Beneficiary shall have any interest in any Reserve established by the Trustee pursuant to the Plan and the Trust Agreement other than the Reserve established for the payment of such Beneficiary's Claim. No other creditors have any right, title or interest in the Trust Assets.

6.5 Notwithstanding anything to the contrary in this Trust Agreement and in accordance with the Plan and Confirmation Order, \$15.0 million of the sum to be transferred to the Trust by the Reorganized Debtor and Settling Insurers shall be divided into two accounts with the following balances: (a) \$10,714,285.71 for the sole and exclusive benefit of the Whalen Plaintiffs; and (b) \$4,285,714.29 for the sole and exclusive benefit of the Does Plaintiffs. The \$3,950,000 payable to Holders of filed Province Channeled Claims that have executed the Province Release shall be divided into three accounts as follows: (a) at least \$2,536,853.44 for the sole and exclusive benefit of the Whalen Province Claimants; and (b) at least \$1,362,068.96 for the sole and exclusive benefit of the Doe Province Claimants; and (c) at least \$51,077.59 for the sole and exclusive benefit of the Additional Province Claimants. Any additional funds available to Holders of Class 4 Channeled Province Claims shall be divided between and amongst the Whalen Does Claimants, Does Province Claimants and Additional Province Claimants in proportion to the amounts described in the previous sentence. The Trustee shall establish: (x) another account for any balances received on account of Additional Claimants for the sole and exclusive benefit of such Additional Claimants; said account to be in the product of the number of such Additional Claimants and the average per capita amount set aside for the Whalen Claimants and Does Claimants and (y) another account for any balances received on account of the Claim of a Future Claims Representative for the sole and exclusive benefit of Future Tort Claimants.

ARTICLE VII

IRREVOCABILITY OF THE TRUST

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

ARTICLE VIII

DISSOLUTION AND TERMINATION OF THE TRUST

8.1 The Trust shall become effective as of the Effective Date and shall remain and continue in full force and effect until entry of a final order of the Bankruptcy Court upon motion of the Trustee terminating the Trust. The Bankruptcy Court may order dissolution of the Trust or may order that the Trustee undertake such further actions as the Bankruptcy Court deems necessary and appropriate to carry out the provisions of the Plan and the Trust Agreement. Upon entry of an order by the Bankruptcy Court authorizing dissolution of the Trust, the Trustee will promptly proceed to wind up the affairs of the Trust.

8.2 After the dissolution of the Trust and solely for the purpose of liquidating and winding up its affairs, the Trustee shall continue to act in such capacity until its duties hereunder have been fully performed. The Trustee shall retain the books, records and files that shall have been delivered to or created by the Trustee until distribution of all the Trust's assets. At the Trustee's discretion, all of such records and documents may be destroyed at any time following

the later of (x) the first anniversary of the final distribution of the Trust's assets, and (y) the date until which the Trustee is required by applicable law to retain such records and documents; provided that notwithstanding the foregoing the Trustee shall not destroy or discard any records or documents relating to the Trust without giving the Notice Parties reasonable prior written notice thereof.

8.3 Upon termination of the Trust, and provided that all fees and expenses of the Trust have been paid or provided for in full, the Trustee will deliver all funds and other investments remaining in the Trust, if any, including any investment earnings thereon, to a charity supporting survivors of childhood sexual Abuse as set forth in the Confirmation Order; provided that such funds and investments shall not exceed \$10,000.

8.4 The Court Order terminating the Trust shall provide, *inter alia*, for the discharge of the Trustee and its professionals, the exculpation of the Trustee and its professionals from liability, and the exoneration of the Trustee's bond (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).

ARTICLE IX

POWERS OF TRUSTEE

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

9.1.1 Act as custodian of, 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 of this Trust Agreement, the Plan and the Confirmation Order.

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

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

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

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

9.1.5 Enter into contracts in the course of operating the Trust Assets for liquidation or in conjunction with its disposition under the Plan and herein;

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

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

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

9.1.9 The Trustee is empowered to pay Sexual Abuse Claims pursuant to the terms of the Plan, including the Allocation Plan. The Trustee is empowered to comply with instructions of a Sexual Abuse Claimant to distribute funds from the Trust to a third party for the purposes of creating a structured settlement fund; however the Trustee and the Trust shall not be liable to the Sexual Abuse Claimant if the purposes of a structured settlement fund are not accomplished.

(a) The Trustee shall be entitled to rely on the authenticity of the signature of the Abuse Claim Reviewer, and the accuracy of the information set forth by the Abuse Claim Reviewer in the administration of the Allocation Plan without any verification or confirmation.

9.1.10 The Trustee shall not have any duty to monitor the Debtor's compliance with any provision of Section XIV of the Plan but the Trustee may, as a party in interest, seek enforcement of any provision of Section XIV of the Plan.

9.1.11 Except as restricted by applicable professional ethics rules such as the Rules of Professional Conduct, the Trustee is entitled to retain any attorney, contract attorney, accountant, investment advisor, bankruptcy management company, or such other agents and

advisors as are necessary and appropriate (and shall be entitled to rely on advice given by such advisors within its areas of competence) to:

- (a) effectuate the purpose of the Trust and/or the Plan; and
- (b) maintain and administer the Trust.

Nothing in the Plan, Plan Documents or any Trust Document restricts the Trustee's ability to retain any Committee Professional.

9.1.12 The Trustee is empowered to make, sign, execute, acknowledge and deliver any documents that may be necessary or appropriate to effectuate the purpose of the Plan and/or the Trust or to maintain and administer the Trust.

9.1.13 Litigation or Other Proceedings.

(a) The Trustee may seek the examination of any Person under, and subject to, the provisions of the Bankruptcy Rules, including Bankruptcy Rule 2004.

9.1.14 The Trustee is empowered to comply with all requirements imposed by applicable law, rule, or regulation.

9.1.15 The Trustee may file a motion with the Bankruptcy Court, with notice to the parties in interest, for a modification of the provisions of this Trust Agreement if the Trustee determines that such modifications are necessary to conform to legal and/or administrative requirements and to the purposes of the Trust.

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

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

9.1.17 Tax Returns.

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

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

(c) The Trustee may request an expedited determination of any unpaid tax liability of the Trust under Section 505(b) of the Bankruptcy

Code prior to termination of the Trust, and shall represent the interest and account of the Trust before any taxing authority in all matters, including, but not limited to, any action, suit, proceeding, or audit.

9.1.18 Investments.

(a) The Trustee shall comply with 11 U.S.C. § 345 with regard to the investment of Trust assets. The Trustee is relieved of any obligation to diversify.

9.1.19 Trust Division.

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

(b) Pursuant to and in accordance with the Plan, the Trustee may establish accounts, funds or reserves for: (1) Tort Claims; (2) Future Tort Claims; and (3) fees, costs and expenses payable to or on behalf of the Trust's professionals and the Trustee.

(c) Notwithstanding anything to the contrary in this Trust Agreement and in accordance with the Plan and Confirmation Order, the Trustee shall establish separate accounts as set forth in Paragraph 6.5 above.

(d) The Trustee may establish additional Reserve accounts as the Trustee determines are appropriate and may fund such additional reserve accounts pursuant to the Plan and the Trust Agreement. If, at any time, the Trustee determines that any reserve is not reasonably likely to be adequate to satisfy purposes of the Reserve, then, the Trustee may increase the amount previously reserved.

If at any time, the Trustee determines that the value of a Reserve is greater or lesser than the amount that is reasonably likely to satisfy the purpose for which the assets of the Reserve have been reserved, the Trustee may release the excess amounts from such Reserve or increase the amounts reserved and the amounts released would be deposited in any other Reserve or become distributable to the Tort Claimants.

9.2 Limitations on the Trustee.

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

(a) guaranty any debt;

- (b) loan Trust Assets;
- (c) transfer Trust Assets to another trust with respect to which the Trustee serves as trustee;
- (d) make any transfer or Distribution of Trust Assets, other than those authorized under the Plan, the Confirmation Order or this Trust Agreement.

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

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

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

9.2.5 Perpetuities.

(a) Notwithstanding any other provisions of this Trust Agreement, each trust hereby created, if not previously terminated under other provisions of this Trust Agreement, shall in any event terminate upon thirty five (35) years after the date of this Trust Agreement. Upon such termination, all the assets thereof shall be distributed pursuant to The Allocation Protocols.

9.2.6 Anti-Assignment Clause.

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

ARTICLE X

IMMUNITY AND INDEMNIFICATION OF TRUSTEE

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

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

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

10.4 No recourse shall ever be had, directly or indirectly, against the Trustee personally, or against any employee, contractor, agent, attorney, accountant or other professional retained in accordance with the terms of this Trust Agreement or the Plan by the Trustee, by legal or equitable proceedings or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or Trust Agreement whatsoever executed by the 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 purpose authorized by this Trust Agreement or the Plan, it being expressly understood and agreed that all such liabilities, covenants, and Trust Agreements of the Trust whether in writing or otherwise, shall be enforceable only against and be satisfied only out of the Trust Assets or such part thereof as shall under the term of any such Trust Agreement be liable therefore or shall be evidence only of a right of payment out of the Trust Assets. Notwithstanding the foregoing, the Trustee may be held liable for his recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud; and if liability on such grounds is established, recourse may be had

against (a) the Trustee's bond or applicable insurance coverage, and, (b) to the extent not covered by such bond, directly against the Trustee.

10.5 Medicare Secondary Payer Act

10.5.1 Except as provided in the Plan, neither the Trust, the Trustee nor the Trustee's agents and professionals shall have any liability to any entity, including any governmental entity pursuant to the Medicare Secondary Payer Act or any state law statute that is substantially similar to the Medicare Secondary Payer Act.

ARTICLE XI

TRUSTEE COMPENSATION

11.1 The Trustee shall be entitled to receive as compensation from the monetary assets of the Trust in such amounts as described in **Exhibit A** attached hereto and as the same may be amended from time to time during the term of this Trust Agreement. Such amendments to **Exhibit A**, if any, shall be filed with a notice setting forth the proposed compensation for the Trustee for subsequent period(s).

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

11.1.2 Any and all reasonable and necessary costs and expenses incurred by the Trustee and any professional or other Person retained by the Trustee, in performing its respective duties under this Trust Agreement, will be reimbursed by the Debtor or the Reorganized Debtor.

11.1.3 The Trustee and each professional employed by the Trustee shall provide to the Trustee and the Debtor or Reorganized Debtor a statement setting forth its aggregate fees and expenses incurred in connection with the engagement not previously billed, together with reasonable documentation of such expenses (any such report, a "Fee and Expense Report"), and shall be entitled to receive payment of such fees and expenses 10 days after providing the Fee and Expense Report (the "Fee Notice Period") to the Trustee and the Debtor or the Reorganized Debtor. Notwithstanding the foregoing, if the Trustee or the Debtor or Reorganized Debtor objects to such Fee and Expense Report within the Fee Notice Period (which may be extended by the party seeking payment), the parties may seek to resolve such objection on a consensual basis. If the parties are unable to reach a consensual resolution, the Trustee (and each professional employed by the Trustee) shall be entitled to payment of the contested portion of its fees and/or expenses only pursuant to a Final Order of the Bankruptcy Court after notice and opportunity for a hearing, provided that the Trustee (and each professional employed by the Trustee) shall be entitled to payment of the uncontested portion, if any, of such fees and expenses upon expiration of the Fee Notice Period. The Fee and Expense Report may be redacted as required to protect all applicable privileges.

ARTICLE XII

SUCCESSOR TRUSTEES

12.1 Vacancy Caused by Trustee Resignation or Removal.

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

12.1.2 Trustee Removal. The Bankruptcy Court may remove a Trustee on a motion submitted by a Beneficiary following notice to parties in interest, including without limitation, Beneficiaries, the Trustee and the Debtor or the Reorganized Debtor. The ground for removal is good cause. The removal will take effect upon the date the Bankruptcy Court specifies. The Trustee shall, by the earliest date possible, deliver to the Trustee's successor all of the Trust Assets which were in the possession of the Trustee along with a complete record and inventory of all such Trust Assets.

12.1.1 The death, resignation, or removal of the Trustee shall not operate to terminate the Trust created by this Trust Agreement or to revoke any existing agency (other than any agency of the Trustee as the Trustee) created pursuant to the terms of this Trust Agreement or invalidate any action taken by the Trustee, and the Trustee agrees that the provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Trustee and the Trustee's successors or assigns, as the case may be. In the event of the resignation or removal of the Trustee, in addition to preparation an interim report (containing unreported information to be included in annual reports pursuant to Paragraph 13.1.1 below through the effective date of the termination), the former Trustee promptly shall:

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

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

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

12.1.2 The resigning, removed or departed Trustee hereby irrevocably appoints the successor Trustee (and the Interim Trustee) as its attorney-in-fact and agent with full power

of substitution for it and its name, place and stead to do any and all acts that such resigning or removed Trustee is obligated to perform under this Trust Agreement. Such appointment shall not be affected by the subsequent disability or incompetence of the Trustee making such appointment. The Bankruptcy Court also may enter such orders as are necessary to effect the termination of the appointment of the Trustee and the appointment of the successor Trustee.

12.2 Appointment of Successor Trustee.

12.2.1 Any vacancy in the office of Trustee shall be filled by the nomination of a majority of the members of the Committee (notwithstanding the dissolution of the Committee on the Effective Date), subject to the approval of the Bankruptcy Court, after notice and a hearing. If at least five (5) members of the Committee do not participate in the nomination of a successor Trustee within 30 days after the Trustee resigns or becomes unable to serve, the Bankruptcy Court shall designate a successor after notice to Beneficiaries and a hearing.

12.3 Acceptance of Appointment of Successor Trustee.

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

12.4 Preservation of Record of Changes in Trustees.

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

ARTICLE XIII

INSTRUCTIONS TO TRUSTEE

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

13.1.1 Annual Financial Reports.

In lieu of compliance with applicable law regarding the Trustee's obligation to prepare accountings and/or reports, the Trustee shall prepare on behalf of the Trust an annual (as of each December 31 after the Effective Date) financial reports describing the then remaining assets and the manner in which the assets of the Trust are then invested. The reports shall include an itemization of categories of expenses and corresponding amounts. The reports shall also include an estimate of the current market value of the invested assets of the Trust and a description of the

obligations, income and expenses of the Trust. The Trustee may, but shall not be required to, employ valuation experts. The reports shall include an itemized statement of all sums disbursed to Tort Claimants. The reports shall be prepared within forty-five (45) days of the close of the reporting period. Copies of the reports shall be available to Beneficiaries upon request. The reports shall be prepared on an accrual basis.

13.1.2 Additional Reporting to the Court.

The Trustee shall report to the Bankruptcy Court, by public disclosure on the Docket for the Case, with respect to any matter arising from the administration of the Trust that the Trustee deems advisable to bring to the attention of the Bankruptcy Court. The Trustee shall report to the Bankruptcy Court, with respect to any matter arising from the administration of the Trust upon request of the Bankruptcy Court.

ARTICLE XIV

GRANTOR TRUST ELECTION

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

ARTICLE XV

SECTION 468B SETTLEMENT FUND

15.1 Generally.

15.1.1 In accordance with the Plan, the Trustee will take all reasonable steps to ensure that the Trust will qualify as, and remain, a “Designated” or “Qualified” settlement fund within the meaning of § 468B of the Internal Revenue Code of 1986, as amended (the “Tax Code”), and the regulations promulgated pursuant thereto. The Debtor is the “transferor” within the meaning of Treasury Regulations § 1.468B-1(d)(1). The Trustee shall be classified as the “administrator” within the meaning of Treasury Regulation § 1.468B-2(k)(3).

15.1.2 It is further intended that the transfers to the Trust will 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).

15.2 Employer Identification Number.

Upon establishment of the Trust, the Trustee shall apply for an employer identification number for the Trust pursuant to Internal Revenue Service Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4).

15.3 Relation-Back Election.

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

15.4 Reporting Requirements.

15.4.1 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 Regulations § 1.468B-2(k)(1). The Debtor shall file an election statement(s) satisfying the requirements of Treasury Regulation § 1.468B-1(k)(2)(ii) so that the Trust is treated as a grantor trust under § 671 of the Tax Code and the regulations promulgated thereunder. The Debtor's election statement shall be made on the Trust's first timely filed trust income tax return. The Debtor (or some other person on behalf the Debtor) shall supply to the Trustee and to the Internal Revenue Service the statement described in Treasury Regulation § 1.468B-3(e)(2), no later than February 15th of the year following each calendar year in which the Debtor (or some other person on behalf of the Debtor) makes a transfer to the Trust.

15.5 Broad Powers of the Trustee.

15.5.1 The Trustee is empowered to take all actions, including such actions as may be consistent with those expressly set forth above, as he deems necessary to reasonably ensure that the Trust is treated as a "Designated" or "Qualified" settlement fund under § 468B of the Tax Code, and the regulations promulgated pursuant thereto. Further, the Trustee may amend, either in whole or in part, any administrative provision of this Trust Agreement which causes unanticipated tax consequences or liabilities inconsistent with the foregoing.

ARTICLE XVI

BENEFICIARIES

16.1 Identification of Beneficiaries; Allocation of Interests

16.1.1 Trust Beneficiaries. The Beneficiaries are the parties identified in Section 6.4 of this Trust Agreement.

16.2 Names and Addresses

The Trustee shall keep a register (the "Register") in which the Trustee shall at all times maintain the names and addresses of the Beneficiaries, and the awards made to the Beneficiaries pursuant to the Plan. The Trustee may rely upon this 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 such Holder in the Cases, or (ii) proper notice of a name or address change has been delivered by such Beneficiary to the Trustee. The Trustee is subject to the orders of the Bankruptcy Court regarding confidentiality of the filed proofs of claim and the Register is confidential under the terms of such orders.

16.3 Rights of Beneficiaries

Each Beneficiary will be entitled to participate in the rights due to a Beneficiary hereunder and under the Plan. The rights of a Beneficiary shall, upon the death or incapacity of an individual Beneficiary, pass to the legal representative of such Beneficiary and such death, insolvency or incapacity shall not terminate or affect the validity of this Trust Agreement. A Beneficiary shall have no title to, right to, possession of, management of, or control of the Trust Assets, or any right to call for a partition or division of the Trust Assets. Title to all the Trust Assets shall be vested in the Trustee, and the sole interest of the Beneficiaries shall be the rights and benefits given to such Persons under this Trust Agreement and the Plan.

ARTICLE XVII

FINAL REPORT AND DISCHARGE OF TRUSTEE

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

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

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

17.1.2 Approval of Final Report and Discharge of the Trustee. The Trustee's Final Report, prepared pursuant to the Plan and this Trust Agreement, shall be filed with the Bankruptcy Court and served on all Beneficiaries, along with a motion for approval of the Final Report and discharge of the Trustee. Upon the entry of the order of the Bankruptcy Court approving the Final Report, the Trustee shall be discharged from all liability to the Trust or any Person who or which has had or may then or thereafter have a claim against or the Trust for acts or omissions in the Trustee's capacity as the Trustee or in any other capacity contemplated by this Trust Agreement or the Plan, unless the Bankruptcy Court orders otherwise for good cause.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

18.1 Interpretation.

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

18.1.2 Notices.

(a) All notices or deliveries required or permitted hereunder shall be in writing and shall be deemed given on the first of the following dates: (i) when personally delivered; (ii) when actually received by means of facsimile transmission or e-mail; (iii) when received by overnight express courier delivery; (iv) when delivered and receipted for by certified mail, postage prepaid, return receipt requested (or in the event of attempted delivery and refusal of acceptance, then on the date of the first attempted delivery). Service on Beneficiaries may be effected by service on counsel who signed the Beneficiary's proof of claim.

18.1.3 Choice of Law.

(a) This Trust Agreement shall be administered, governed by, construed, and enforced according to the internal laws of the State of Montana applicable to contracts and Trust Agreements made and to be performed therein, except that all matters of federal tax law and this Trust's compliance with § 468B of the Tax Code and Treasury Regulations thereunder, shall be governed by federal income tax law, and all matters of federal bankruptcy law shall be governed by federal bankruptcy law.

18.1.4 Invalidity and Unenforceability.

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

18.2 Waiver.

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

18.3 Tax Identification Numbers.

(a) The Trustee may require any Beneficiary to furnish to the Trustee (a) its employer or taxpayer identification number as assigned by the IRS, and (b) such 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 may condition the payment of any Distribution to any Beneficiary upon receipt of such identification number and requested documents.

18.4 Headings.

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

18.5 Reimbursement of Costs.

(a) 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 thereof, the Trustee or the Trust, as the case may be, shall be entitled to collect any and all costs, reasonable and documented out-of-pocket expenses and fees, including attorneys' fees, from the non-prevailing party incurred in connection with such dispute or enforcement action. To the extent that the Trust has advanced such amounts, the Trust may recover such amounts from the non-prevailing party.

18.6 Entirety of Trust Agreement.

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

18.7 Counterparts.

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

18.8 Independent Legal and Tax Counsel.

ALL PARTIES TO THIS TRUST AGREEMENT HAVE BEEN REPRESENTED BY COUNSEL AND ADVISORS (COLLECTIVELY REFERRED TO AS "COUNSEL") OF THEIR OWN SELECTION IN THIS MATTER. CONSEQUENTLY, THE PARTIES AGREE THAT THE LANGUAGE IN ALL PARTS OF THIS TRUST AGREEMENT SHALL IN ALL CASES BE CONSTRUED AS A WHOLE ACCORDING TO ITS FAIR MEANING AND NEITHER STRICTLY FOR NOR AGAINST ANY PARTY. 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.

18.8.1 Jurisdiction.

The United States Bankruptcy Court for the District of Montana shall have exclusive original jurisdiction over all matters related to the Plan and this Trust Agreement. Notwithstanding such exclusive original jurisdiction, the Trustee, upon notice to the Debtor or the Reorganized Debtor and any affected party, may seek permission of the Bankruptcy Court for commencement of an action in the Supreme Courts of the State of Montana or in any other state court of original jurisdiction for relief in any matter concerning the interpretation or resolution of any dispute related to the Trust, or for enforcement of any rights claimed by the Trustee. If the Bankruptcy Court concludes, in the exercise of its discretion, that the Trustee would be aided in the administration of the Trust by referral of the matter to the Superior Court or other state court, the Bankruptcy Court may grant the Trustee permission to commence an action in any other state court of original jurisdiction.

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

Omni Management Acquisition Corp.

By: _____

Printed Name: Eric R. Schwarz

Title: Executive Vice President

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

By: _____

Printed Name:

Title:

EXHIBIT A
COMPENSATION FOR TRUSTEE

The Trustee shall charge for the time of its principals at the following hourly rates:

1. Eric R. Schwarz \$

The Trustee shall charge for the time of its employees at its standard hourly rates; provided that no employee's rate is higher than the principals' rates. The hourly rates are subject to annual increases beginning in January 2016; however, the annual increases shall not exceed ten percent.