

SERVICE ORGANIZATION AGREEMENT

This Service Organization Agreement ("Agreement") is entered into as of August __, 2019 (the "Effective Date"), by and between Certain Underwriters at Lloyd's, London and Solvent London Market Companies (collectively "London Market Insurers" or "LMI") and the Roman Catholic Archdiocese of New York (the "Archdiocese"), each of whom is a "Party" and both of whom are the "Parties" to this Agreement.

RECITALS

1. Whereas, LMI subscribed to certain Package and Excess Policies issued to the Archdiocese between approximately 1975 through approximately 1978 (the "Policies").

3. Whereas, the Package Policies, at Part V, set forth a Service Organization provision which provides in relevant part:

Insurance afforded under this Insurance is issued to the Assured on the express condition that the Assured undertakes to utilize at all times the services of Gallagher-Bassett Insurance Service... This Service Organization shall perform the following duties:

- (a) Strictly discharge the Assured's obligation to the employees or members of the public.
- (b) Maintenance of accurate records of all details incident to payments.
- (c) Furnish inspection and safety engineering services.
- (d) Furnish monthly claims records on an approved form.

The acceptance of these services shall be a condition precedent to any liability which may attach to the Underwriters in accordance with the terms and conditions of this Insurance.

2. Whereas, the Section II Conditions – Notice of Occurrence provision set forth in the Policies provides:

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered under Section II of this Insurance involves injuries or damages, notice shall be given to Gallagher Bassett Insurance Service... as soon as practicable. Claims shall not be prejudiced if the Assured, through clerical oversight or error, fails to notify the above firm of any occurrence.

3. Whereas, under the Policies, fees, charges and expenses for Gallagher-Bassett Insurance Service ("GBS") are specifically excluded from Ultimate Net Loss, as defined by the Policies, and are to be paid by the Archdiocese.

4. Whereas, GBS no longer performs services for the Archdiocese.

5. Whereas, the Archdiocese desires to engage Aon PLC and Arcina Risk Group LLC (collectively, "AON") to perform all services provided by GBS under the Policies.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Archdiocese agrees to engage the services of AON to perform all duties required of GBS, a Service Organization, as set forth in the Policies, and that AON or AON's designee shall perform these duties in lieu of GBS. The acceptance of these services shall be a condition precedent to any liability which may attach to LMI in accordance with the Policies. AON's or its designee's duties shall include, but shall not be limited to:

- a. Strictly discharge the Assured's obligation to the employees or members of the public;
- b. Maintenance of accurate records of all details incident to payments;
- c. Furnish inspection and safety engineering services; and,
- d. Furnish monthly claims records on an approved form.

2. To the extent that AON uses a designee to perform services under the Policies, AON shall identify the proposed designee and the services to be provided by that proposed designee to all persons listed in Section 6 and obtain the approval from the persons listed in Section 6. Such notice shall include the name of AON's designee and a description of the services to be performed by the designee. The persons listed in Section 6 shall respond to the notice within thirty (30) days.

3. The Archdiocese agrees that all fees, charges and expenses for AON or AON's designee are specifically excluded from Ultimate Net Loss, as defined by the Policies, and shall be paid by the Archdiocese.

4. Notwithstanding the terms of this Agreement, the Parties may continue to seek out GBS with respect to information about historical claims, claim payments, RISX-FACS and any Aggregate Excess Coverage under the Policies.

5. The Parties agree that if the Archdiocese seeks to notice or tender any claim to LMI under the Policies, it will do so explicitly and in writing to all persons listed in Section 6.

6. Notice to the respective parties shall be sent to the following persons:

THE ARCHDIOCESE:

Mr. Frank Napolitano
Director of Risk Management and
Insurance Services
Mr. James McCabe
General Counsel
Archdiocese of New York
1011 First Ave., 19th Floor
New York, NY 10022
frank.napolitano@archny.org

With a copy to:

Mr. Jim Murray
Mr. Jared Zola
Blank Rome LLP
405 Lexington Ave.
New York, NY 10174-0208
jmurray@blankrome.com

THE LONDON MARKET INSURERS:

Ms. Paul Fielden
Mr. Andrew Titcombe
Arthur J. Gallagher (UK)
Station Square, Gloucester Street
Swindon, Wilts SN1 16W, England
paula.fielden@ajg.com
andrew.titcombe@ajg.com

With a copy to:

Catalina J. Sugayan
Clyde & Co US LLP
55 West Monroe St., Suite 3000

Chicago, IL 60603
catalina.sugayan@clydeco.us

7. All other terms and conditions set forth in the Policies shall be complied with.

8. Notwithstanding this Agreement and the undertakings described herein, LMI hereby reserve all rights, claims and defenses, including the right to assert that the Archdiocese's failure to utilize the services of AON or AON's designee may jeopardize coverage. Nothing in this Agreement shall serve as a waiver of any rights that LMI may have or assert under the Agreement, the Policies, or under any doctrine of law or equity, except as explicitly provided herein.

Archdiocese of New York

Certain Underwriters at Lloyd's, London and London
Market Insurers ("LMI")

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____