

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW MEXICO

In re: ROMAN CATHOLIC CHURCH OF THE DIOCESE OF GALLUP, a New Mexico corporation sole, Debtor.
Jointly Administered with: BISHOP OF THE ROMAN CATHOLIC CHURCH OF THE DIOCESE OF GALLUP, an Arizona corporation sole. This pleading applies to: <input checked="" type="checkbox"/> All Debtors. <input type="checkbox"/> Specific Debtor.

Chapter 11

Case No. 13-13676-t11

Jointly Administered with:

Case No. 13-13677-t11

STIPULATED TOLLING AGREEMENT
EXTENDING TIME PERIODS

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This STIPULATION (the "Stipulation") is made as of the last day that this Stipulation is signed, and is made between the Official Committee of Unsecured Creditors (the "Committee"), the Roman Catholic Church of the Diocese of Gallup ("the RCCDG"), the Bishop of the Roman Catholic Church of the Diocese of Gallup (the "Arizona Entity"), St. John the Baptist Parish, St. Joseph's Parish, Sacred Heart Parish, and Our Lady of Guadalupe Parish (collectively, the "Parishes"). The Committee, the RCCDG, the Arizona Entity, and the Parishes may each be referred to as a "Party" and together as the "Parties."

RECITALS

WHEREAS, on November 12, 2013, the RCCDG and the Arizona Entity filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The RCCDG and the Arizona Entity have each continued in the possession of their property and have continued to operate and manage their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, the initial time period for the bankruptcy estate of the RCCDG and the Arizona Entity ("Estate") to bring certain potential claims for relief against the Parishes under Chapter 5 of the Bankruptcy Code, 11 U.S.C. § § 544, 545, 547, 548 or 553 is set to expire on November 12, 2015; and

WHEREAS, the Committee, the RCCDG, the Arizona Entity, and the Parishes desire to continue to investigate and attempt to resolve, without the need for litigation, any claims of the Estate against the Parishes, including, without limitation, claims under Chapter 5 of the Bankruptcy Code, 11 U.S.C. §§ 544, 545, 547, 548 or 553 (the "Claims").

NOW, THEREFORE, the Parties hereby stipulate and agree as follows:

1. Term: The term of this Stipulation shall be from the date of execution of the last signatory to this Stipulation (the "Effective Date") until November 12, 2016, unless it is specifically extended by mutual written agreement, or order of the Court.

2. Tolling of Statutes of Limitation and Other Time Periods. The Parishes, RCCDG, and the Arizona Entity agree that the running of any defenses based on the passage of time, including, without limitation, any statutes of limitation, statute of repose, estoppel, waiver or laches, and any time periods set forth in Section 546 of the Bankruptcy Code, applicable to any Claims on behalf of the Estate (whether brought by the Committee, the RCCDG, the Arizona Entity or some other entity on behalf of the Estate) against the Parishes, including, without limitation, claims for relief under Chapter 5 of the Bankruptcy Code, are hereby tolled and extended from the Effective Date until November 12, 2016, unless it is specifically extended by mutual written agreement (the "Tolling Period"). The Parties agree that the Tolling Period shall be excluded from any

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calculation of any statute of limitations or other time period applicable to any Claims that the Estate may bring against the Parishes, irrespective of whether such Claims are prosecuted by the Committee, the RCCDG, or the Arizona Entity. The Parishes, the RCCDG, and the Arizona Entity acknowledge that they will be estopped from arguing that this Stipulation is ineffective to extend the time within which the Estate must commence an action to pursue any Claim.

3. Standing of Committee to Sue/Notice/Status Quo Ante.

The Parishes, the RCCDG, and the Arizona Entity reserve all rights they may have to object to any request or motion to grant standing to the Committee to pursue the Claims. The Parishes, the RCCDG, and the Arizona Entity also reserve any and all right to object to and raise any defenses not referenced herein with respect to the Claims.

4. Miscellaneous.

a. Counterparts. This Stipulation may be signed in counterparts and such signatures may be delivered by facsimile, PDF, or other electronic means.

b. No Admission. The execution of this Stipulation shall in no way operate as an admission or concession of liability or responsibility whatsoever by any Party or to any third person or entity. This stipulation shall not be an admission or acknowledgment by the Committee that any of the parishes are legal entities or are separate from the RCCDG or the Arizona Entity. This

stipulation also shall not be an admission or acknowledgement by the Parishes, the RCCDG or the Arizona Entity that any of the Parishes are not legal entities separate from the RCCDG or the Arizona Entity.

c. Binding Effect. This Stipulation shall inure to the benefit of, and be binding upon, any and all successors-in-interests, assigns, and legal representatives of any Party.

d. Authority. Each Party and each person executing this document on behalf of any Party to this Stipulation warrants and represents that he or she has the power and authority to execute, deliver, and perform its obligations under this Stipulation.

e. Entire Agreement. This Stipulation sets forth the entire agreement between the Parties with respect to the subject matter hereof. This Stipulation supersedes all prior and contemporaneous written and oral agreements and discussions with regard to the subject matter of this Stipulation. This Stipulation may only be amended by an agreement in writing signed by the Parties, or upon order of the Court.

f. No Waiver and Reservation of Rights. Except as otherwise provided herein, nothing in this Stipulation shall be, or deemed to be, a waiver of any rights, remedies, defenses, or privileges of any of the Parties. Except as otherwise provided herein, this Stipulation is without prejudice to any Party's

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rights, privileges, defenses, and remedies under applicable law, whether at law or in equity, and each Party hereby reserves all of such rights, defenses, privileges, and remedies under applicable law.

g. No Waiver if Breach. The Parties agree that no breach of any provision hereof can be waived except in writing. The waiver of a breach of any provision hereof shall not be deemed a waiver of any other breach of any provision hereof.

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Dated: September 25, 2015

PACHULSKI STANG ZIEHL & JONES LLP

By

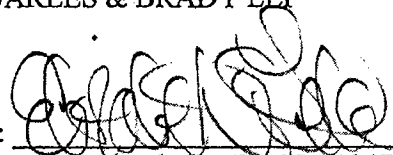

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Attorneys for the Committee of Unsecured
Creditors

Dated: September 25, 2015

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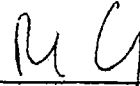
Attorneys for the Roman Catholic Church of the
debtors-in-possession, the Diocese of
Gallup and the Bishop of the Roman
Catholic Church of the Diocese of Gallup

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Dated: September 25, 2015

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Lady of Guadalupe Parish

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CERTIFICATE OF SERVICE

Pursuant to F.R.C.P. 5(b)(3), F.R.B.P. 9036 and NM LBR 9036-1(b), I hereby certify that on September 25, 2015, I caused service of the foregoing “STIPULATED TOLLING AGREEMENT EXTENDING TIME PERIODS” as follows:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

- Ronald Andazola ronald.andazola@usdoj.gov
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PACHULSKI STANG ZIEHL & JONES LLP

By: /s/ Kenneth H. Brown
Kenneth H. Brown