

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

In re:) Chapter 11
ARCHDIOCESE OF MILWAUKEE,)
Debtor.) Case No. 11-20059-SVK
_____)

**FIRST EXTENSION OF STIPULATED TOLLING AGREEMENT
EXTENDING STATUTES OF LIMITATION
RE FAITH IN OUR FUTURE**

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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 Archdiocese of Milwaukee (the “Debtor”); and the Trustees of the Faith in Our Future Trust (“FIOF”). The Committee, the Debtor, and FIOF may each be referred to as a “Party” and together as the “Parties”.

RECITALS

WHEREAS, on November 9, 2012, the Parties caused to be filed the *Stipulated Tolling Agreement Extending Time Periods* [Doc. 1061] (the “Tolling Agreement”), attached hereto as **Exhibit 1**;

WHEREAS, on November 13, 2012, the Court filed the *Order Approving Stipulated Tolling Agreement Extending Time Periods*, [Doc. 1067] (the “Order”), attached hereto as **Exhibit 2**;

WHEREAS, paragraphs 1 and 2 of the Tolling Agreement each refer to a date of January 4, 2014.

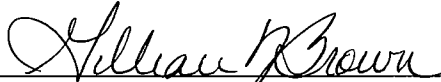
WHEREAS, the Parties have agreed to extend the Tolling Period (as defined in the Tolling Agreement).

NOW, THEREFORE, the Parties hereby stipulate and agree that the Tolling Agreement shall be amended only insofar as paragraphs 1 and 2 of the Tolling Agreement shall read “June 30, 2014” in place of “January 4, 2014.”

Dated: December 17, 2013

Respectfully submitted,

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Dated: December 16, 2013

Respectfully submitted,

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Attorneys for Archdiocese of Milwaukee,
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EXHIBIT 1

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

In re:) Chapter 11
ARCHDIOCESE OF MILWAUKEE,)
Debtor.) Case No. 11-20059-SVK
_____)

**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 Archdiocese of Milwaukee, Inc. (“Archdiocese”), and the Trustees of the Faith In Our Future Trust (“FIOF”). The Committee, the Archdiocese, and FIOF may each be referred to as a “Stipulator” and together as the “Stipulators.”

RECITALS

WHEREAS, on January 4, 2011, the Archdiocese filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The Archdiocese has continued in the possession of its property and has continued to operate and manage its businesses as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, the initial time period for the bankruptcy estate of the Archdiocese (“Estate”) to bring certain potential claims for relief against FIOF, under Chapter 5 of the Bankruptcy Code, 11 U.S.C. § § 501 to 562, is set to expire on January 4, 2013; and

WHEREAS, the Committee, the Archdiocese, and FIOF desire to defer the investigation and pursuit of any potential Claims of the Estate against FIOF, including, without limitation, claims under Chapter 5 of the Bankruptcy Code, 11 U.S.C. §§ 501 to 562, while the Archdiocese and/or the Committee pursue potential claims

against various insurance companies. The term “Claims” shall mean any and all potential claims of the Estate against FIOF, including without limitation, claims under Chapter 5 of the Bankruptcy Code, 11 U.S.C. § § 501 to 562.

NOW, THEREFORE, the Stipulators 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 expiration of 60 (sixty) days from the date that any Stipulator serves written notice to the other Stipulator that this Stipulation is revoked or until January 4, 2014, whichever date is earlier, unless it is specifically extended by mutual written agreement.

2. Tolling of Statutes of Limitation and Other Time Periods. FIOF and the Archdiocese 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 Archdiocese, or some other entity on behalf of the Estate) against FIOF, including, without limitation, claims for relief under Chapter 5 of the Bankruptcy Code, are hereby tolled and extended from the Effective Date until expiration of 60 (sixty) days from the date that any party serves written notice to the other parties that this Stipulation is revoked or until January 4, 2014, whichever date is earlier, unless it is specifically

extended by mutual written agreement (the "Tolling Period"). The Stipulators agree that the Tolling Period shall be excluded from any calculation of any statute of limitations or other time period applicable to any Claims that the Estate may bring against FIOF, irrespective of whether such Claims are prosecuted by the Committee, the Archdiocese, or some other entity on behalf of the Estate. FIOF and the Archdiocese 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.

FIOF and Archdiocese reserve all rights they may have to object to any request or motion to grant standing to the Committee to pursue the Claims. The Stipulators agree that during the Tolling Period, the status quo ante will be maintained and neither the Archdiocese nor the Committee (a) shall file or prosecute any motion seeking standing to bring an action against FIOF or shall otherwise proceed against FIOF; or (b) shall pursue formal or informal discovery against FIOF, including without limitation, pursuant to Fed.R.Bankr. P. Section 2004.

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 Stipulator or to any third person or 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 Stipulator.

d. Authority. Each Stipulator and each person executing this document on behalf of any Stipulator 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 Stipulators 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 Stipulators.

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 Stipulators. Except as otherwise provided herein, this Stipulation is without prejudice to any Stipulator's

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

g. No Waiver if Breach. The Stipulators 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.

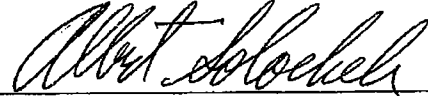
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Dated: November 9, 2012

Respectfully submitted,

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Attorneys for the Committee of Unsecured
Creditors

Dated: November 9, 2012

Respectfully submitted,

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Attorneys for Archdiocese of
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Dated: November 9, 2012

Respectfully submitted,

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Milwaukee, Debtor and Debtor-in-
Possession

EXHIBIT 2

THE FOLLOWING ORDER
IS APPROVED AND ENTERED
AS THE ORDER OF THIS COURT:



DATED: November 13, 2012

Susan V. Kelley
Honorable Susan V. Kelley
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

In re:)	Case No. 11-20059-SVK
)	
ARCHDIOCESE OF MILWAUKEE,)	Chapter 11
)	
Debtor.)	Hon. Susan V. Kelley
)	

ORDER APPROVING STIPULATED TOLLING AGREEMENT EXTENDING TIME PERIODS

After due consideration of the Stipulated Tolling Agreement Extending Time Periods ("Stipulation") by and between the Official Committee of Unsecured Creditors (the "Committee"), the Debtor Archdiocese of Milwaukee ("Archdiocese"), and the Trustees of the Faith in Our Future Trust ("FIOF").

IT IS HEREBY ORDERED that the Stipulation is APPROVED.

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