II YOUR VOTE TO ACCEPT OR REJECT THE SECOND AMENDED PLAN OF REORGANIZATION-*CHECK ONLY ONE BOX*

☑	**I HEREBY ACCEPT THE PLAN**
☐	**I HEREBY REJECT THE PLAN**

III. YOUR ELECTION TO BE TREATED AS A HOLDER OF (A) A CONVENIENCE TORT CLAIM, (B) A COMPROMISE TORT CLAIM, (C) A MATRIX TORT CLAIM, (D) A LITIGATION TORT CLAIM OR (E) A NON RELEASING LITIGATION TORT CLAIM-*CHECK ONLY ONE BOX*

☐	**I HEREBY ELECT TO BE TREATED AS A HOLDER OF A *CONVENIENCE TORT CLAIM* AND AGREE TO BE BOUND BY THE RELEASE OF CLAIMS SET FORTH BELOW** If you make this election, the Plan provides that your Claim shall be allowed in the amount of $15,000 if the Tort Claim Reviewer determines based on your proof of Claim in the Bankruptcy Case and, if requested by the TCR, your Questionnaire that a preponderance of the evidence shows that you were Abused The TCR shall not consider (i) whether the person who Abused you was a person who was a Priest, an employee or other agent of the Debtor or any Parish at the time such person committed an act of Abuse, or for whom or for whose actions the Debtor or any Parish was otherwise legally liable at the time of such Abuse ("Responsible Person"), (ii) any applicable statute of limitations or the passage of time since the date(s) of such Abuse, or (iii) any other defenses of Debtor, in making such determination The TCR may, however, consider your credibility and the facts alleged in support of the Claim If your Claim is allowed, you will be paid in full on the later of the Claim Payment Date or the date which is 30 days after the date on which a portion of the Estate Fund and a portion of the Release Fund is allocated to the Convenience Fund

FILED

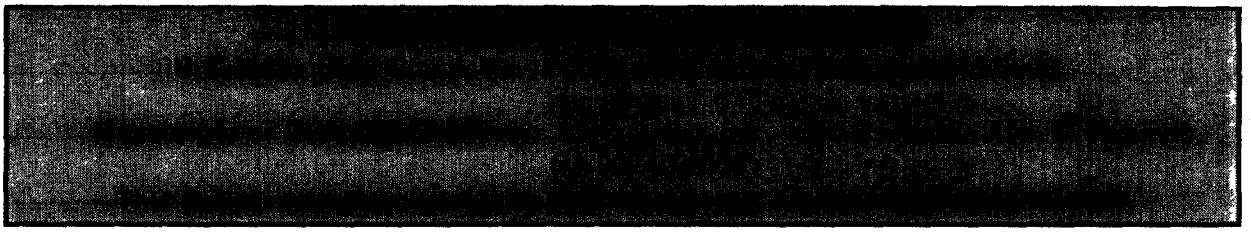
APR 09 2007

BMC

Spokane Control ID

00105

Claim # 128



UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WASHINGTON
AT SPOKANE

In re THE CATHOLIC BISHOP OF SPOKANE a/k/a The Catholic Diocese of Spokane, Debtor	Case No 04-08822 ***BALLOT* FOR ACCEPTING OR REJECTING SECOND AMENDED PLAN OF REORGANIZATION, ELECTION OF TREATMENT, AND RELEASE OF CLAIMS FOR *CLASS 7 TORT CLAIMANTS* OTHER THAN THE FCR, FUTURE TORT CLAIMANTS, SETTLED COMPROMISE TORT CLAIMANTS, AND SETTLED MATRIX TORT CLAIMANTS**

I INTRODUCTION

This Ballot, Election and Release of Claims is accompanied by Debtor's Second Amended Disclosure Statement and Third Amended Plan of Reorganization The Bankruptcy Court has approved the Disclosure Statement, which provides information to assist you in deciding how to vote Terms not defined in this Ballot, Election and Release of Claims are defined in the Plan

The Bankruptcy Court's approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court You should review the Disclosure Statement and the Plan before you vote

YOU HAVE A RIGHT TO AND SHOULD CONSULT AN ATTORNEY OF YOUR CHOICE BEFORE COMPLETING THIS BALLOT, ELECTION AND RELEASE OF CLAIMS

☐	**I HEREBY ELECT TO BE TREATED AS A HOLDER OF A *COMPROMISE TORT CLAIM* AND AGREE TO BE BOUND BY THE RELEASE OF CLAIMS SET FORTH BELOW** If you make this election, the Plan provides that your Claim shall be allowed if the TCR determines that you have proved by a preponderance of the evidence that you were Abused by a Responsible Person, and that your Abuse would fall within one or more of Tiers 1-3 of the Matrix Protocol if your Claim were determined under the Matrix Process If allowed, your Claim will be allowed in the amount of $45,000 if the TCR determines by a preponderance of the evidence that you were a minor at the time of such Abuse, and in the amount of $30,000 if the TCR determines by a preponderance of the evidence that you were an adult at the time of such Abuse The TCR shall not consider any applicable statute of limitations, the passage of time since the date(s) of your Abuse, or any other defenses of Debtor, in making such determinations The TCR may, however, consider your credibility and the facts alleged in support of the Claim If your Claim is allowed, you will be paid in full on the later of the Claim Payment Date or the date which is 30 days after the date on which a portion of the Estate Fund and a portion of the Release Fund is allocated to the Compromise Fund

☒	**I HEREBY ELECT TO BE TREATED AS A HOLDER OF A *MATRIX TORT CLAIM* AND AGREE TO BE BOUND BY THE RELEASE OF CLAIMS SET FORTH BELOW** If you make this election, the Plan provides that your Claim shall be allowed if the TCR determines that you have proved by a preponderance of the evidence that the you were Abused by a Responsible Person, and does not find that there is clear, cogent and convincing evidence that the applicable statute of limitations under Chapter 4 16 of the Revised Code of Washington for such Matrix Tort Claim had run on or before December 6, 2004 If your Claim is allowed as a Matrix Tort Claim, the TCR shall determine the amount of your Claim by assigning your Claim a value pursuant to the Matrix Protocol The TCR may, however, consider your credibility and the facts alleged in support of the Claim If your Claim is allowed, you will be paid a pro rata share of the Matrix Fund (which is a portion of the Estate Fund and of the Release Fund) within 30 days after the later of the date on which all Matrix Tort Claims have been Finally Determined, or the amount of the Matrix Tort Claims has been estimated by a Final Order and the Matrix Fund has been funded

☐	**I HEREBY ELECT TO BE TREATED AS A HOLDER OF A *LITIGATION TORT CLAIM* AND AGREE TO BE BOUND BY THE RELEASE OF CLAIMS SET FORTH BELOW** If you make this election, the Plan provides that your Claim shall be allowed either by a trial conducted by a court of competent jurisdiction, or a settlement between you and the Plan Trustee Your Claim is subject to all defenses, including but not limited to the applicable statute of limitations, available to Debtor Nothing in the Plan shall affect any right you have to demand a jury trial under applicable law If your Claim is allowed, you will be paid a pro rata share of the Litigation Fund (which is a portion of the Estate Fund and of the Release Fund) within 30 days after the later of the date on which all Litigation Tort Claims have been Finally Determined, or the amount of the Litigation Tort Claims has been estimated by a Final Order and the Litigation Fund has been funded If you have not filed a complaint alleging your Claim in a court of competent jurisdiction before making this election to be treated as a holder of a Litigation Tort Claim, you must file and serve on the Plan Trustee such a complaint within 60 days after the Effective Date If you do not file such complaint, you shall be deemed to have elected to be treated as a holder of a Matrix Tort Claim

☐	**I HEREBY ELECT TO BE TREATED AS A HOLDER OF A *NON-RELEASING LITIGATION TORT CLAIM* AND ELECT NOT TO BE BOUND BY THE RELEASE OF CLAIMS SET FORTH BELOW** If you make this election, the Plan provides that your Claim shall be allowed either by a trial conducted by a court of competent jurisdiction, or a settlement between you and the Plan Trustee Your Claim is subject to all defenses, including but not limited to the applicable statute of limitations, available to Debtor Nothing in the Plan shall affect any right you have to demand a jury trial under applicable law If your Claim is allowed, you will be paid a pro rata share of the Non-Releasing Litigation Fund (which is a portion of the Estate Fund only-**BY ELECTING NOT TO BE BOUND BY THE RELEASE OF CLAIMS, YOU GIVE UP ANY RIGHT TO A PORTION OF THE APPROXIMATELY $22.55 MILLION RELEASE FUND**) within 30 days after the later of the date on which all Non-Releasing Litigation Tort Claims have been Finally Determined, or the amount of the Non-Releasing Litigation Tort Claims has been estimated by a Final Order and the Non-Releasing Litigation Fund has been funded

	To complete such conditional election, you must execute and deliver to the Debtor a Release of Claims within 60 days after the Effective Date Debtor shall give you notice within 15 days after the Effective Date of such conditional election and your right to complete such conditional election If you do not execute and deliver to the Debtor a Release of Claims within 60 days after the Effective Date, you will be deemed to have elected to be treated as a holder of a Convenience Tort Claim, which election shall be irrevocable, and to have executed and delivered a Release of Claims

IV RELEASE OF CLAIMS

I hereby fully release the Parishes, the Parish Entities, the Catholic Entities (except Morning Star Boys' Ranch) and the Insurers, and their respective agents, predecessors, successors, officials, subsidiaries, divisions, affiliates, representatives, attorneys, accountants, and all others acting for or on their behalf (except individuals alleged to have engaged in Abuse) (collectively the "Released Parties") from any Claim in any way related to my Abuse I specifically reserve and do not release any Claim against the Morning Star Ranch and against individuals alleged to have engaged in Abuse

I represent and warrant that I have not assigned or otherwise transferred any interest in such Claim

This Release shall be effective as of the Effective Date of the Plan

V MODIFICATION OF THE PLAN

Pursuant to the terms of the Plan, an acceptance by you constitutes acceptance of any subsequent modifications of the Plan which are determined by the Bankruptcy Court not to materially and adversely affect or impair the interests of Creditors

VI VOTING PROCEDURE

You must sign this Ballot, Election and Release of Claims on the last page for your vote, election and release to be effective

If your Ballot, Election and Release of Claims is not received by BMC Group, Inc (the "Voting Agent"), on or before April 13, 2007 at 5 p m PDT, and such voting deadline is not extended, or if you do not mark this Ballot, Election and Release of Claims to accept or reject the Plan, your vote will not count as either an acceptance or rejection of the Plan

If your Ballot, Election and Release of Claims is not received by the Voting Agent, on or before April 13, 2007 at 5 p m PDT, and such voting deadline is not extended, or you do not mark this Ballot, Election and Release of Claims to elect treatment as the holder of either a Convenience Tort Claim, a Compromise Tort Claim, a Matrix Tort Claim, a Litigation Tort Claim or a Non-Releasing Tort Claim, you will be deemed to have conditionally elected to be treated as a holder of a Matrix Tort

Claim To complete such conditional election, you must execute and deliver to the Debtor a Release of Claims within 60 days after the Effective Date Debtor shall give you notice within 15 days after the Effective Date of such conditional election and your right to complete such conditional election. If you do not execute and deliver to the Debtor a Release of Claims within 60 days after the Effective Date, you will be deemed to have elected to be treated as a holder of a Non-Releasing Litigation Tort Claim

The Plan can be confirmed by the Bankruptcy Court if it is accepted by the holders of two-thirds in amount and one-half in number of the claims in each class entitled to vote For voting purposes only, each Tort Claim will be valued at $1 If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or elect one of the 5 treatment options

VII. WHERE TO SEND YOUR BALLOT

You must send your Ballot to the Voting Agent so that it is received by and in the hands of the Voting Agent no later than 5 p m PDT on April 13, 2007 at the following addresses

If by first class mail	BMC Group, Inc PO Box 990 El Segundo, CA 90245-0990
If by overnight courier or personal delivery	BMC Group, Inc 1330 E Franklin Ave El Segundo, CA 90245

Do not fax your Ballot or send it by e-mail because it will not be accepted Do not file your Ballot with the Bankruptcy Court

Be sure you fully complete, date, print or type your name and address, and sign this Ballot

DATED 4/02/07, 2007

Steven C Barber
Print or Type Name and Claim Number (if known)

Signature

3712 E 22nd Spokane Wa 99223
Address

[redacted]