[redacted]

SUMMARY REGARDING CHARTERED ORGANIZATIONS' OPTIONS UNDER THE BSA'S CHAPTER 11 PLAN

On February 18, 2020, Boy Scouts of America (the "BSA") filed for bankruptcy protection in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). The BSA has filed a chapter 11 plan of reorganization (the "Plan") which, if confirmed by the Bankruptcy Court, will allow it to exit bankruptcy. Copies of the Plan, together with various supporting documents, may be obtained by (a) calling the Debtors' toll-free restructuring hotline at 866-907-2721, (b) emailing BSAballots@omniagnt.com, (c) writing to Boy Scouts of America Ballot Processing, c/o Omni Agent Solutions, 5955 De Soto Avenue, Suite 100, Woodland Hills, CA 91367, or (d) submitting an inquiry on the Debtors' restructuring website at https://omniagentsolutions.com/BSA.

This document is intended to assist Chartered Organizations in understanding their rights under the Plan. It is not comprehensive and does not describe every fact, issue, or consideration that may be relevant to a Chartered Organization under the Plan. The Bankruptcy Court has reviewed this document and permitted the BSA to send it to Chartered Organizations, together with the Plan and other related documents to assist Chartered Organizations in their decision as to how the Plan will affect their rights, whether they want to object to provisions of the plan, and, for those Chartered Organizations that filed Proofs of Claim, how they wish to vote on the Plan. The Bankruptcy Court has not endorsed or confirmed the Plan. **You should consult with your legal counsel and read the Plan and Disclosure Statement, including the "Risk Factors" in Article X of the Disclosure Statement, in their entirety. If there are inconsistencies between this document and the terms of the Plan, the Plan governs.**

This document contains the following:

(1) FAQ regarding the treatment of Chartered Organizations under the Plan;

(2) an opt-out election form, which a Chartered Organization may use to "opt-out" of becoming a "Participating Chartered Organization" under the Plan (Option #3 described below). **Please read this document, the Disclosure Statement, and the Plan before you decide whether to complete the opt-out election**; and

(3) a notice of the hearing for the Bankruptcy Court to consider approval of the Plan, which contains important information, including instructions on how Chartered Organizations may object to the Plan.

For those Chartered Organizations that filed Proofs of Claim, a ballot is also enclosed to:

a. Vote to ACCEPT or REJECT the Plan; and

b. Consent to or opt out of the broad releases and waivers of claims against the "Released Parties" under the Plan, including the BSA, Local Councils, and Hartford (and any other insurance company which enters into a settlement similar to the settlement with Hartford described below).

General FAQs

WHAT IS A CHARTERED ORGANIZATION?

A "Chartered Organization" is any civic, faith-based, educational or business organizations, governmental entities or organizations, other entities or organizations, or groups of individual citizens that are currently or were formerly authorized by the BSA to operate, sponsor or otherwise support one or more Scouting units.

WILL THE CHOICES THAT A CHARTERED ORGANIZATION MAKES UNDER THE PLAN IMPACT ITS CURRENT RELATIONSHIP WITH THE BSA AND SCOUTING?

No. The choices a Chartered Organization makes under the Plan relate only to treatment of historical alleged Abuse Claims that pre-date the BSA's bankruptcy filing. The vast majority of Abuse Claims are decades old. Any decision you make under the Plan will not impact your relationship with the BSA and Scouting as it stands today. *We are asking our Chartered Organizations to make certain choices under the Plan, but the choices that you make will have no impact on your relationship with the BSA and Scouting going forward. They relate only to handling of historical alleged Abuse Claims.*

WHAT RIGHTS DOES A CHARTERED ORGANIZATION CURRENTLY HAVE AGAINST THE BSA, LOCAL COUNCILS, AND BSA-PROVIDED INSURANCE?

Since January 1, 1976, the BSA has included Chartered Organizations as insured parties under its general liability insurance policies. That is, if a claim is made against a Chartered Organization related to Scouting from any time after January 1, 1976, the Chartered Organization can make a claim against the BSA's general liability insurance policy and potentially receive coverage under that policy (in addition to any insurance policy that the Chartered Organization may have purchased for itself). Prior to 1976, while the BSA did not include Chartered Organizations as insured parties, many Local Councils purchased insurance policies that included Chartered Organizations as additional insureds. While we do not have a comprehensive picture of insurance coverage for Chartered Organizations prior to 1976, Local Councils purchased insurance from Insurance Company of North America ("INA/Century"), Hartford, Arrowood and others which may offer protection to Chartered Organizations. Some Chartered Organizations have asserted that they have rights to pre-1976 BSA insurance on the basis that they are "volunteer leaders" as defined in the insurance policies; the BSA believes that those claims will be disputed by the BSA's insurers and others.

In addition to BSA-provided insurance, Chartered Organizations may have their own insurance coverage that covers an Abuse Claim related to Scouting, and Chartered Organizations may have claims against the BSA or Local Councils for "contribution," "indemnity," or both for an Abuse Claim related to Scouting. Rights of contribution and indemnity can arise either under a written contract or, in somewhat more limited circumstances, under common law. In 2013, the BSA adopted a resolution stating that the BSA "shall defend and indemnify Chartered Organizations . . . who act in good faith and against whom claims are asserted based upon [the BSA's] membership standards." Certain Chartered Organizations assert that this resolution pertained to Abuse Claims. The BSA disputes these assertions. Following that BSA resolution, beginning in 2014, indemnification provisions in favor of Chartered Organizations were included in the annual charter agreement between a Chartered Organization and its Local Council. Chartered Organizations may also have rights against the BSA and Local Councils by operation of law related to claims of Abuse, such as rights of contribution. Claims against the BSA on account of contribution or indemnity for Abuse Claims related to Scouting were required to be filed in the BSA's bankruptcy case on or before November 16, 2020.

WHAT ARE THE OPTIONS A CHARTERED ORGANIZATION HAS FOR TREATMENT OF CLAIMS AND RIGHTS UNDER THE PLAN?

The Plan provides a framework for the comprehensive resolution for historical Scouting-related Abuse Claims against the BSA and the Local Councils. With respect to Chartered Organizations, there are three potential options that a Chartered Organization may choose from. Each option affects, or may affect: (i) the Chartered Organization's rights in the BSA and Local Council insurance policies which provide protection to Chartered Organizations; (ii) the amount of protection a Chartered Organization may receive from Abuse Claims asserted against the Chartered Organization; (iii) how a Chartered Organization's claims against the BSA and Local Councils are treated; and (iv) if an insurer of a Chartered Organization becomes a Settling Insurance Company,

the Chartered Organization's rights in the Chartered Organization insurance policies which provide protection to Chartered Organizations, but solely to the extent of coverage for Abuse Claims related to Scouting. Here is a summary of these three options:

Option #1 – Participating Chartered Organization: Unless a Chartered Organization affirmatively chooses Option #2 or Option #3 below, the Plan deems a Chartered Organization to be a Participating Chartered Organization. This provides:

a. **Insurance**: The Chartered Organization will not have any rights in 1976-forward BSA or Local Council insurance policies and the Plan may assign or otherwise provide for the Settlement Trust to access such insurance rights. The Chartered Organization will retain whatever rights they previously had (to the extent such rights exist) in pre-1976 insurance policies. This is described in greater detail in the "Insurance Rights" discussion below. BSA has not sought insurer consent for the partial assignment of coverage and there is a risk that the proposed assignment absent insurer consent might not be effective and/or could void coverage.

b. **Protection from Direct Abuse Claims**: The Chartered Organization will remain liable for all pre-1976 Direct Abuse claims that are asserted presently or may be asserted in the future. For 1976-forward abuse claims, abuse victims will not be able to assert claims directly against the Chartered Organization.

c. **Claims against BSA and Local Councils**: All such claims will be waived, regardless of whether it is a claim that arose before or after January 1, 1976.

d. **Hartford Release**: The Chartered Organization will release Hartford from insurance- and Abuse-related Claims as provided in the term sheet for the proposed settlement between the BSA and Hartford.

Option #2 – Contributing Chartered Organization: Chartered Organizations may negotiate with the BSA and abuse claimant representatives to make a substantial monetary contribution to the Settlement Trust and become full a Contributing Chartered Organization under the Plan. If they do so, they will receive the same protection from Scouting-related Abuse Claims that the BSA and Local Councils will receive in exchange for their respective monetary and insurance contributions to the Settlement Trust. This provides:

a. **Insurance**: The Chartered Organization will not have any rights in any insurance policies purchased by the BSA or the Local Councils, whether before or after January 1, 1976 and the Plan may assign or otherwise provide for the Settlement Trust to access such insurance rights.

b. **Protection from Direct Abuse Claims**: All Direct Abuse Claims against a Chartered Organization will be "channeled" to the Settlement Trust to the same extent as claims against the BSA and the Local Councils are channeled regardless of whether it is a claim that arose before or after January 1, 1976. All Scouting-related abuse claims will be channeled, but not abuse claims which were unrelated to the Chartered Organization's participation in Scouting.

c. **Claims against BSA and Local Councils**: All such claims will be waived, regardless of whether it is a claim that arose before or after January 1, 1976.

Option #3 – Opt Out: Chartered Organizations can "opt out" of either Option #1 or Option #2.

a. **Insurance**: The Chartered Organization will retain rights in BSA and Local Council insurance policies regardless of whether policies were issued before or after January 1, 1976, subject to any sales by the BSA of insurance policies back to its insureds, including Hartford, in which event the rights and interests of Chartered Organizations under those policies will attach to the sale proceeds (or be afforded other adequate protection). This is described in greater detail in the "Insurance Rights" discussion below.

b. **Protection from Direct Abuse Claims**: The Chartered Organization will remain liable for all Abuse Claims that are asserted presently or may be asserted in the future, regardless of whether such claims arose before or after January 1, 1976.

c. **Claims against BSA and Local Councils**: All such claims will be preserved, but they will be channeled to the Settlement Trust. A more detailed discussion of the Settlement Trust, the Settlement Trustee and the treatment of Chartered Organizations' Indirect Abuse Claims under the Plan is described in the Settlement Trust discussion below.

d. **Hartford Settlement**: The proposed Hartford settlement will release Hartford from any obligations Hartford has to Chartered Organizations under the Hartford insurance policies issued to the BSA.

DOES A CHARTERED ORGANIZATION GET TO VOTE ON THE PLAN?

Only those Chartered Organizations that filed an Indirect Abuse Claim (or other Claim) have the right to vote on the Plan. The overwhelming majority of Chartered Organizations that filed claims in the BSA's bankruptcy filed Indirect Abuse Claims. For those Chartered Organizations that did, they will need to fill out the CLASS 9 BALLOT to vote to ACCEPT or REJECT the Plan. Regardless of whether a Chartered Organization casts a ballot for or against the Plan, it must independently decide which of the three Plan Options described above that it wishes to proceed under. Chartered Organizations entitled to vote will also be asked whether to consent or opt out of the broad releases and waivers of claims against the "Released Parties" under the Plan, including the BSA, Local Councils, and Hartford (and any other insurance company which enters into a settlement similar to the settlement with Hartford described below).

INSURANCE RIGHTS – WHAT WILL HAPPEN TO A CHARTERED ORGANIZATION'S RIGHTS UNDER BSA OR LOCAL COUNCIL INSURANCE POLICIES UNDER THE PLAN?

a. **Insurance Rights against Hartford and the proposed Hartford Settlement**. The Plan proposes a settlement under which the BSA will sell back to Hartford of all of the liability insurance policies issued by Hartford to the BSA that cover Abuse Claims. Hartford issued significant amounts of insurance to the BSA under which Chartered Organizations have rights. Specifically, Hartford issued to the BSA primary policies for 1976 and 1977 and excess policies in 1981 and 1982. If the Bankruptcy Court confirms the Plan and approves the sale of the insurance policies that Hartford issued to the BSA, the effect will be that Hartford will buy back the BSA insurance policies "free and clear" of any and all interests of any entity (including Chartered Organizations) in those policies, with the result being that any rights and interests of Chartered Organizations under those policies will attach to the sale proceeds (or be afforded other adequate protection), but the Chartered Organization will not be able to assert those rights or interests against Hartford. A list of the policies that Hartford is buying back and the years those policies cover can be found at Docket No. 6210-1, Exhibit A. Hartford also issued policies to the Local Councils which may also cover Chartered Organizations. The proposed Hartford settlement requires that the BSA and Local Councils "secure an assignment to the

[Settlement Trust] of, or otherwise resolve to [Hartford's] satisfaction, Chartered Organizations' rights and claims to coverage" under insurance policies issued by Hartford, and that the BSA and abuse claimant representatives will use their best efforts to settle with the Chartered Organizations. The BSA, Local Councils, Hartford and the abuse claimant representatives are continuing to evaluate the how to satisfy the foregoing conditions and cannot yet disclose how or whether the condition will be satisfied without Chartered Organizations' consent.

b. **Other Insurance Rights.**

i. **For Post-1976 Insurance Rights** - If a Chartered Organization accepts being deemed a Participating Chartered Organization (Option #1) or negotiates a settlement to become a Contributing Chartered Organization (Option #2), the Chartered Organization will waive all rights in BSA or Local Council insurance policies in exchange for the protections described above for Option #1 or Option #2.

If a Chartered Organization chooses Option #3 and does not become a Participating Chartered Organization or a Contributing Chartered Organization, it will retain rights in post-1976 insurance policies purchased by the BSA and the Local Councils, with the exception of the Hartford policies as described above.

The Chartered Organization may also not have rights under policies issued by the BSA's and the Local Councils' other insurance providers as the BSA may enter settlements with those carriers that may limit or remove the rights of Chartered Organizations under such policies and their own insurance policies with such insurers and/or claims of Chartered Organizations against such insurers.

ii. **For Pre-1976 Insurance Rights** – All Chartered Organizations that elect either Options #1 or #3 will maintain their rights in pre-1976 BSA and Local Council insurance policies, with the exception of the Hartford policies as described above. The Chartered Organization may also not have rights under policies issued by the BSA's and the Local Councils' other insurance providers as the BSA may enter settlements with those carriers that may limit or remove the rights of Chartered Organizations under such policies and their own insurance policies with such insurers and/or claims of Chartered Organizations against such insurers.

If a Chartered Organization negotiates a settlement to become a Contributing Chartered Organization (Option #2), the Chartered Organization will waive all rights in BSA or Local Council insurance policies in exchange a release of all Scouting-related Direct Abuse Claims.

THE SETTLEMENT TRUST, THE TRUSTEE AND TREATMENT OF CHARTERED ORGANIZATIONS' CLAIMS

What is the Settlement Trust?

The Settlement Trust is established under the Plan to collect settlement proceeds from various parties—including the $208 million (assuming a January 31, 2022 emergence) being contributed by the BSA and $600 million being contributed by Local Councils as set forth in their letters of intent (the form of which is attached hereto), in addition to the assignment of their respective insurance rights—and to liquidate, process and pay Direct Abuse Claims and Indirect Abuse Claims in accordance with "Trust Distribution Procedures" agreed to by the BSA, Local Councils and attorneys for Direct Abuse Claimants. Chartered Organizations were not involved

developing the Trust Distribution Procedures even though they will govern the payment of Chartered Organizations' claims.

Who is the Settlement Trustee?

The proposed trustee is Eric Green. With the approval of the BSA, Mr. Green was chosen by the attorneys representing Direct Abuse Claimants and the Future Claims Representative, who is a fiduciary chosen by the BSA to look out for the interests of abuse claimants who may come forward in the future primarily due to their being minors at the time of the bankruptcy filing. Earlier in the bankruptcy case, the BSA sought the appointment of Mr. Green as a mediator in the bankruptcy cases, and certain insurers objected on the basis that among other things, Mr. Green must be disqualified because the Future Claimants' Representative or his law firm, have represented Mr. Green in his capacity as future claimants' representative in certain mass-tort cases. More detail regarding Mr. Green's connections with the BSA's counsel, abuse claimant representatives and the Future Claimants' Representative can be found at Exhibit H to the Disclosure Statement. Chartered Organizations were not consulted about the appointment of Mr. Green even though he will be a fiduciary to Chartered Organizations that have Indirect Abuse Claims.

What are the Trust Distribution Procedures and will Chartered Organizations receive a recovery on Indirect Abuse Claims?

Only Chartered Organizations that elect to Opt Out under Option #3 will retain their Indirect Abuse Claims. The Trust Distribution Procedures are the guidelines that the Settlement Trustee must follow in evaluating and deciding to pay Direct and Indirect Abuse Claims. For a Chartered Organization to receive payment on an Indirect Abuse Claim:

1. The Claim must have been filed by November 16, 2020. Claims that arose before the BSA's bankruptcy filing on February 18, 2020 and that were filed after November 16, 2020 are not eligible to receive compensation under the Trust Distribution Procedures even if the Chartered Organization did not know of a Scouting-related Abuse Claim against it until after that date.

2. The Settlement Trustee, not the Bankruptcy Court, must be satisfied that the Chartered Organization's claim cannot be disallowed under the Trust Distribution Procedures and/or applicable provisions of the Bankruptcy Code that provide for such disallowance.

3. The Chartered Organization must have paid in full the claim of the survivor asserting the Direct Abuse Claim against the Chartered Organization.

Additionally, the Settlement Trust will not pay defense or other costs that the Chartered Organization may be entitled to assert as part of its claim.

WHAT HAPPENS TO CHARTERED ORGANIZATIONS FOR DIRECT ABUSE CLAIMS AGAINST CHARTERED ORGANIZATIONS THAT ARE NOT CHANNELED TO THE SETTLEMENT TRUST?

Chartered Organizations under Options #1 and #3 will remain liable for Direct Abuse Claims asserted against them. For Option #1 – Participating Chartered Organizations, this will be all such claims prior to January 1, 1976. For Option #3 – Opt Out, this will be for all Direct Abuse Claims against the Chartered Organization.

For those claims, survivors of abuse will retain whatever rights they have under state law against the Chartered Organization and can assert those rights in the court system. The BSA and Local Councils will no longer defend and indemnify Chartered Organizations, but under: (1) Option #1, the Chartered Organizations will

OPTION #1 FAQ

HOW DOES A CHARTERED ORGANIZATION SELECT OPTION #1?

Unless a Chartered Organization is a debtor in its own bankruptcy case, each Chartered Organization will ***automatically*** be deemed to select Option #1 ***unless*** it:

- completes and returns the opt-out election form attached hereto; or
- objects to confirmation of the Plan.

If a Chartered Organization is itself in bankruptcy, it will need to advise the BSA in writing if it wants to select Option #1. If your Chartered Organization is in bankruptcy and wants to select Option #1, information on how to select Option #1 is available by having your counsel contact the BSA's counsel at BSA-COInquiries@whitecase.com.

OPTION #2 FAQ

How does a Chartered Organization obtain the protections afforded by Option #2?

Under Option #2, a Chartered Organization receives protection from Scouting-related Abuse Claims. It can only receive this protection if it makes a negotiated monetary contribution to the Settlement Trust. If your Chartered Organization is interested in considering Option #2, you should contact the BSA, which can facilitate these negotiations. You may contact the BSA via email at SE.Legal@Scouting.org or have your counsel contact the BSA through its counsel at the following email address: BSA-COInquiries@whitecase.com.

If a Chartered Organization pursues Option #2, what Abuse Claims will it be protected from under the Plan?

Chartered Organizations that negotiates a settlement under Option #2 will receive protections under the Plan from any Scouting-related Abuse Claim that occurred prior to February 18, 2020, which is the day that the BSA filed for bankruptcy. A Chartered Organization will not receive protections from abuse claims that a survivor asserts are unrelated to Scouting.

How does Option #2 differ from Option #1?

The primary difference between Option #2 and Option #1 is that, under Option #2, the Chartered Organization must make a substantial monetary contribution to the Settlement Trust and, in exchange, will receive full protection from Scouting-related Abuse Claims regardless of when the claims arose. Under Option #1, the Chartered Organization only receives a release for Scouting-related Abuse Claims alleged to have first occurred on or after January 1, 1976.

OPTION #3 FAQ

What is Option #3?

Option #3 is the option available to Chartered Organizations if they do not want Option #1 or Option #2. Option #3 allows a Chartered Organization to retain the same BSA- and Local Council- provided insurance rights that it had when the BSA filed for bankruptcy (and retains today), subject to potential sale of the BSA's and the Local Councils' insurance policies back to their insurers, as addressed above.

retain whatever rights they previously had in the pre-1976 BSA and Local Council insurance policies (with the exception of BSA policies issued by Hartford or other carriers with which the BSA enters into settlements), and (2) Option #3, the Chartered Organization will retain all rights in both the pre- and post-1976 BSA and Local Council insurance policies (with the exception of BSA policies issued by Hartford or other carriers with which the BSA enters into settlements). It will be the responsibility of the Chartered Organizations to defend themselves against such claims and pay any claims for which the Chartered Organization is found liable.

DO CHARTERED ORGANIZATIONS AUTOMATICALLY RECEIVE ANY PROTECTIONS FROM ABUSE CLAIMS?

Yes. Any holder of a Direct Abuse Claim (*i.e.*, a person who claims to have been abused) may choose to receive a one-time payment of $3,500 from the Settlement Trust without the need to go through the more extensive vetting process that the Settlement Trustee uses for all other Direct Abuse Claims. This $3,500 payment is referred to as an "Expedited Distribution." Anyone that chooses to receive an Expedited Distribution automatically releases all Chartered Organizations with respect to that Abuse Claim.

Chartered Organizations are ***not*** required to pay anything to receive the benefits of this release. The release will be automatic and in favor of all Chartered Organizations. And Chartered Organizations will also still receive the benefit of this release even if they elect to "opt out" of being a "Participating Chartered Organization" (discussed immediately below). In other words, if the Plan is confirmed, ***all*** Chartered Organizations will receive the benefit of this release from those who elect to receive the Expedited Distribution regardless of whatever else the Chartered Organization chooses to do under the Plan. We do not yet know how many of the approximately 82,000 persons who filed Direct Abuse Claims people will elect to take an Expedited Distribution.

OTHER THAN THE RELEASE RELATED TO THE EXPEDITED DISTRIBUTION, WHAT OTHER PROTECTIONS ARE AVAILABLE TO CHARTERED ORGANIZATIONS UNDER THE PLAN?

In addition to the release for Expedited Distributions, Chartered Organizations may be able to reduce any judgment against them by the amount of the BSA's or a Local Council's liability. For example, if the BSA and a Local Council would have been liable for 50% of damages for an act of Abuse, a Chartered Organization may be able to reduce any judgment against it by 50%, depending on state law. The Plan requires that this "Judgment Reduction" provision be brought to the attention of any state court that is adjudicating a claim against a Chartered Organization so that it can consider whether a judgment reduction is appropriate.

In addition, as discussed above, a Chartered Organization will have three options for how to address any other Scouting-related Abuse Claims it may face. The method by which a Chartered Organization selects Options #1, #2 and #3 are discussed below.

HOW DOES THE PLAN TREAT INFORMATION IN THE POSSESSION OF BSA OR THE LOCAL COUNCILS IN WHICH CHARTERED ORGANIZATIONS MAY HAVE A COMMON INTEREST?

The treatment of privileged information generated in the defense of claims in which Chartered Organizations may have a common interest is still under discussion.

OPT-OUT ELECTION FORM

(Attached)

How does a Chartered Organization select Option #3?

A Chartered Organization may selection Option #3 by either filling out and returning the Opt-Out Election Form enclosed with this package on or prior to the date of the hearing to confirm the Plan, or it may selection Option #3 by filing an objection to the Plan with the Bankruptcy Court. Any Chartered Organization that does not do either will be deemed to be a Participating Chartered Organization under Option #1.

CONFIRMATION HEARING NOTICE

(Attached)

FORM OF LOCAL COUNCIL LETTER OF INTENT

(Attached)

THIS OPT-OUT ELECTION FORM IS NOT A BALLOT OR A SOLICITATION OF YOUR VOTE TO ACCEPT OR REJECT THE PLAN. IF YOU ARE ELIGIBLE TO VOTE ON THE PLAN, YOU ARE RECEIVING SEPARATE SOLICITATION PACKAGE MATERIALS.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BOY SCOUTS OF AMERICA AND DELAWARE BSA, LLC,[1] Debtors.	Chapter 11 Case No. 20-10343 (LSS) (Jointly Administered)

PARTICIPATING CHARTERED ORGANIZATION OPT-OUT ELECTION FORM

Pursuant to Article V.S.1 of the *Modified Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC* [D.I. 6443] (the "Plan"), you are entitled to "opt out" of being treated as a Limited Protected Party[2] under the Plan if you (1) object to Confirmation of the Plan pursuant to the procedures set forth in the *Notice of Hearing to Consider Confirmation of Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC* or (2) complete and submit this Opt-Out Election Form on or before **January 7, 2022**, which is the deadline to object to Confirmation of the Plan.[3]

If you would like to be treated as a Limited Protected Party under the Plan, you do not need to need to complete or return this Opt-Out Election Form. Limited Protected Party status is the default option under the Plan if you take no action.

☐ **My Chartered Organization elects not to be treated as a Participating Chartered Organization/Limited Protected Party under the Plan**

IF OPTING OUT, COMPLETE THE FOLLOWING PAGE

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1 The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are as follows: Boy Scouts of America (6300); and Delaware BSA, LLC (4311). The Debtors' mailing address is 1325 West Walnut Hill Lane, Irving, Texas 75038.

2 Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan.

3 No Chartered Organization that is a debtor in bankruptcy as of the Confirmation Date shall be treated as a Participated Chartered Organization unless it advises Debtors' counsel in writing that it wishes to make the Participating Chartered Organization Insurance Assignment.

Name of Chartered Organization: _____

Printed Name and Title _____

Signature: _____

Address: _____

_____

_____

Date: _____

If you elect to opt out of treatment as a Limited Protected Party under Article V.S.1 of the Plan, please complete this form and return it by email submission or first-class mail so that it is received on or before **January 7, 2022** at one of the following:

If by Email Submission:	**If by standard or overnight mail or personal delivery:**
BSACOoptout@OmniAgnt.com	**BSA Chartered Organization** **Opt-Out Election Form** **c/o Omni Agent Solutions** **5955 De Soto Avenue, Suite 100** **Woodland Hills, CA 91367**