

## General Engagement Terms and Conditions

1. **Client.** Western North Carolina Conference of the United Methodist Church (“Western North Carolina Conference”) will be our initial client in this matter, but as more fully discussed below, we also will represent the individual Methodist Churches that also elect to be our client in accordance with the procedure more fully set forth below. For purposes of these General Engagement Terms and Conditions, any reference to “**you**” herein means your individual Methodist Church. Unless we agree otherwise in writing, persons and entities related to you or sharing your interests, including affiliated companies, owners, officers or directors, are not our clients.
2. **Scope of Engagement.** The scope of our engagement and duties to you will relate solely to representing you in connection with the Chapter 11 Bankruptcy filed by the Boy Scouts of America, in the United States District Court for the District of Delaware, Case No. 20-10343 (the “Boy Scouts Bankruptcy”), including, but not limited to, the filing of a Proof of Claim on your behalf in the Boy Scouts Bankruptcy. Our acceptance of this engagement does not mean we represent you or your interests in other matters. Any expansion of our scope of work in this matter, and any representation of you in other matters, will be set forth in a separate letter or agreement. If we undertake to represent you in other matters without specific terms of engagement, these General Engagement Terms and Conditions will apply.
3. **Creation of Attorney/Client Relationship.** Upon your agreement to these General Engagement Terms and Conditions, you will, upon Bradley’s determination that no conflict exists, become Bradley’s client for purposes of the Boy Scouts Bankruptcy.
4. **Joint Representation Agreement and Waiver.** You, Western North Carolina, and any other individual Methodist Church we represent in connection with the Boy Scout Bankruptcy (collectively, the “Clients”), could choose to be represented by separate counsel in this matter. The Clients have decided on a joint representation whereby Bradley will represent each entity at the same time. The Clients are in agreement on all material issues concerning this matter. You acknowledge and agree that, despite the Clients’ current consensus on all material issues, it is possible that disagreements or other differences may arise between and among Clients in the future. Should that happen, we will look to Clients to resolve any disagreements or other disputes without any involvement or assistance from us. If, however, the Clients are not able to resolve those differences or disagreements, and those disagreements or differences result in a conflict of interest that would materially limit our ability to provide representation to each of the Clients with respect to this matter, then you agree that we will withdraw from representation of one or more Client as necessary to resolve the conflict of interest. You agree we can continue to represent other United Methodist conferences and churches in this or unrelated matters, even if that means that we take positions adverse to your interests in any subsequent negotiations or proceedings relating to this matter, or in any unrelated matters.
5. **Shared Information.** One of the necessary consequences of joint representation of multiple clients by a single law firm is the sharing of confidential information concerning the subject matter of the joint representation. You acknowledge and agree that communications between Bradley and any or all of Clients relating to this matter will be treated as confidential and will not be disclosed outside of Clients without the informed consent of each Client, or as otherwise permitted by the applicable rules of professional conduct or other law. In addition, you also acknowledge and agree that whatever relevant or material communications or information we receive from any Client concerning this matter may be shared with each Client as we consider appropriate, *unless* we are directly advised by a Client that we should not do so. You further acknowledges that in the event of a dispute between or among one or more of Clients, and you are no longer represented by us in

this matter, as a result of a conflict of interest or other cause, we may nevertheless use any confidential information we have concerning this matter adversely to you or to the advantage of those we continue to represent in a subsequent negotiation or proceeding related to this matter.

6. **Withdrawal by Client.** You may withdraw from the joint representation at any time for any reason, upon written notice to me. You acknowledge and agree, however, that we may continue to represent the other Clients consistent with the other provisions of these General Engagement Terms and Conditions, even if we may take positions adverse to your interests in any subsequent negotiation or proceeding relating to this matter.
7. **What we need from you.** Please keep us informed of developments that may affect the work we are doing for you. Also, we expect that you will commit sufficient resources to meet the demands of the matter and be available to attend meetings and necessary legal proceedings. Please provide us all documents and other information necessary for us to perform our work for you. We also ask that you promptly review and pay our invoices. Please ask us any questions you may have about our services or charges.

Additionally, we expect that you will communicate with Western North Carolina Conference regarding the option of retaining Bradley to file a proof of claim on your behalf and otherwise represent you in the Boy Scouts Bankruptcy.

We expect you to coordinate with Western North Carolina Conference to provide the below information to Bradley no later than **November 4, 2020**. You acknowledge and agree that, if the below information is provided to Bradley after November 4, 2020, Bradley cannot guarantee that a proof of claim will be timely filed on your behalf.

(i) district in which church resides; (ii) name of church; (iii) physical location address of church; (iv) mailing address of church; (v) whether church is currently a Chartered Organization with Boy Scouts of America, and if so, the troop/pack name and/or number; (vi) whether church was previously a Chartered Organization with Boy Scouts of America, and if so, the previous troop/pack name and/or number; (vii) whether your board of trustees has approved retention of Bradley in connection with the Boy Scouts Bankruptcy; (viii) whether you have read and agreed to these Engagement Terms and Conditions; (ix) the names of your board of trustee members; (x) the name of the contact person for your church; (xi) the title of the contact person for your church; (xii) the email address for the contact person for your church; and (xiii) the phone number for the contact person for your church.

8. **Advice about Possible Outcomes.** During the course of our representation, we may advise you about various courses of action or results that might be obtained. That advice will be based on the information and circumstances known to us at the time. You should not regard our advice as a promise of what may happen in the future or a guarantee of future results.
9. **Fees, Costs and Staffing.** Our fees are based on hourly rates that vary depending on the lawyer or legal assistant involved. They are also subject to periodic adjustment. Other attorneys and legal assistants may assist on this matter when necessary. As discussed below, we will submit our invoices to Western North Carolina Conference.
10. **Costs and Expenses.** In addition to our legal fees, we will bill Western North Carolina Conference for costs and expenses we incur on your behalf or in the course of our representation. These may include items such as document reproduction, computer-assisted research, delivery and courier

services, filing fees, travel expenses and other costs reasonably incurred. These may also include litigation expenses, including costs associated with depositions and trials, and fees of process servers, court reporters, arbitrators or witnesses. Depending on the nature of the expense, we may ask that certain expenses be billed to Western North Carolina Conference and be paid directly by it.

11. **Estimates.** If you request, we will provide you an estimate or range of legal fees or costs. Any such estimate or range will necessarily be based on assumptions about the remaining scope of services and expected level of effort. It will also be based on information and circumstances known to us at the time. Any estimate or range is not binding, is subject to periodic revision and should not be construed as a promise or guarantee your matter can be concluded within the estimate or range of fees or costs.
12. **Retainer.** At this time, we will not ask you for any retainer in connection with this engagement.
13. **Invoicing and Payment for our Services.** We expect to send our bills to Western North Carolina Conference monthly. Unless you instruct otherwise, Western North Carolina Conference's billing address will be the same address used to send you this letter. If an insurer, indemnitor or other third party agrees to receive, review or pay our bills, we should address in advance the legal and ethical ramifications of such an arrangement. Our bills are due upon receipt. If we are not promptly paid, we reserve the right to suspend further service to you until such time as we reach a resolution regarding payment.
14. **Digital Tools.** We may find it useful to use or create digital tools in this representation. For example, we may allow you access to our computer system via an extranet or create databases for use in this matter. The use of certain of these tools may require you to sign additional documents to confirm responsibility for password protection and to address other appropriate concerns. We will not be required to maintain these tools beyond the termination of this engagement absent a written agreement to the contrary.
15. **Conflicts of Interest.** While we are not aware of any conflicts with regard to any of the Methodist Churches that belong to Western North Carolina Conference, our acceptance of any such Methodist Church as a client is contingent upon us clearing conflicts with regard to each such church.
16. **Waiver.** As we have discussed, Bradley is a large law firm that represents many other companies and individuals in a variety of matters. It is possible that during the time we are representing you, some of our present or future clients may have transactions or disputes with you. You have agreed that Bradley may continue to represent or may undertake in the future to represent other clients in any matter not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to you or a related entity, and even if such representations would be simultaneous. We agree, however, that your prospective consent to conflicting representations will not apply in an instance where, as the result of our representation of you, we have obtained sensitive, proprietary or other confidential or non-public information that, if known to any such other client of ours, could be used in any such other matter by such other client to your material disadvantage, and if screening procedures and similar measures would be insufficient to protect and maintain the confidentiality of that information. Please know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

17. **Termination of Engagement.** You may terminate our engagement at any time by written notice. Likewise, Bradley may also terminate this engagement at any time by written notice, subject to applicable rules of professional conduct. In the event we terminate our representation, we will take such steps as are reasonably practicable to protect your interests in the above matter, and you agree to take all steps necessary to free us of any obligation to perform further. You will be responsible for our fees and expenses for our entire engagement, through and including any termination.
18. **Conclusion of Representation; Retention and Disposition of Documents.** Unless previously terminated, our representation will conclude when we complete the specific services you have retained us to perform. At your request, we will return your papers and property to you upon our receipt of final payment. We will retain our own files pertaining to the matter, including, for example, firm administrative records, internal lawyers' work product such as drafts, notes, internal memoranda and legal and factual research.
19. **Document Retention.** Please retain all documents that we send you in accordance with your own records retention practices. All documents we retain will be transferred to the person responsible for administering our records retention program at the end of our representation. Unless we agree otherwise, documents and other materials we retain may be destroyed or disposed of within a reasonable time after termination or conclusion of this engagement.
20. **Post-Engagement Matters.** You are engaging Bradley to provide legal services in connection with a specific matter. After the matter concludes, we may inform you from time to time of developments and changes in the law that might interest you, by newsletter or otherwise. These communications, however, do not create a new attorney-client relationship. After this matter is concluded, changes in law or circumstances may occur that could impact your future rights and liabilities. Unless you specifically engage us to provide advice on matters arising in the future, we have no continuing obligation to advise you with respect to future developments.
21. **Choice of Law.** The relationship between you and Bradley, including the validity, construction, and enforceability of this engagement letter, shall be governed in all respects by the law and professional conduct rules of Florida, without regard to conflicts of laws principles.