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September 13, 2020

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RE: Engagement Agreement

Dear Stewart, Timothy, Andrew, Anne, Jonathan and Edward:

We are very pleased that the Ad Hoc Committee of Boy Scouts of America Sexual Abuse Survivors (the “**Ad Hoc Committee**,” “**Coalition of Abused Scouts for Justice**” or “**Client**”), comprised of certain clients (each a “**Law Firm Client**” and, collectively, the “**Law**

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Firm Clients”) represented by Eisenberg, Rothweiler, Winkler, Eisenberg & Jeck, P.C., Kosnoff Law PLLC, AVA Law Group, Inc., Andrews & Thornton, Slater Slater Schulman, LLP, and ASK LLP (collectively, the “**Law Firms**”), has engaged Monzack Mersky Browder and Hochman, PA (“**Monzack Mersky**”) “**us**,” “**we**,” “**our**,” or the “**Firm**”). The members of the Ad Hoc Committee are identified on Exhibit A attached hereto.

The Law Firms each represent and warrant that they have the authority to sign this Engagement Letter on behalf of their respective Law Firm Clients and bind the Law Firm Clients to the terms hereof.

I. Scope of Engagement

Subject to the acceptance of this Engagement Agreement by the Law Firms on behalf of their Law Firm Client members of the Ad Hoc Committee, as described herein, we have agreed to represent the Ad Hoc Committee as bankruptcy counsel as of September 4, 2020 in connection with *In re Boy Scouts of America and Delaware BSA, LLC* (the “**Debtors**” or the “**Company**”), Case No. 20-10343 (LSS) (Jointly Administered), pending in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Case**”).

It is understood that our engagement is with the Ad Hoc Committee as a whole, and not any individual member thereof. As such, this Engagement Agreement and our engagement by the Ad Hoc Committee do not create an attorney-client relationship between Monzack Mersky Browder and Hochman, PA and any individual member of the Ad Hoc Committee. Any such relationships in other matters are governed by separate retention letters.

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2. Staffing, Fees, and Expenses

Our fee structure is generally on the normal hourly rates for the lawyers and paralegals who will be working on this matter. It is understood and agreed that the services to be rendered in this matter will be compensated at the following hourly rates:

Rachel B. Mersky	\$495.00
Paralegal Support	\$200.00

Other professionals within the firm may perform legal services in this matter; their hourly rates are comparable to those listed above. The hourly rates for this firm may be adjusted in the future. Hourly office charges shall include all legal research, drafts of pleadings, conferences, telephone conversations with you or other persons, and any other tasks necessary to handle your matter.

We will send you detailed, itemized monthly bills reflecting our services. Although the Law Firms are jointly and severally responsible for payment of our fees hereunder, they may allocate our fees in a mutually acceptable manner among themselves. As noted above, the Firm's fees and related costs and expenses shall be payable monthly, without regard to whether there are any recoveries on account of the tort claims held by the members of the Ad Hoc Committee.

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3. **Replenishing Retainer**

You shall deliver to the Firm a retainer of \$25,000 (the "**Retainer**"). The Retainer, as well as any future deposits, will be held in the Firm's client trust account. The Firm will use the Retainer to pay the fees and other charges you incur. The Firm will typically apply funds in the Retainer upon or following delivery of monthly statements to you, but reserves the right to apply funds in the Retainer to pay any fees or other charges at any time after they are incurred and in such cases will deliver a statement to you following the application of such funds. The Retainer will be a "**replenishing retainer**" such that your funds on deposit with the Firm will remain at no less than \$25,000. Within fifteen (15) days after notice from the Firm to you that all or a portion of the Retainer has been used to pay professional fees and/or costs, you shall deposit funds with the Firm sufficient to replenish the Retainer to an amount equal to at least \$25,000. If the billing in any monthly cycle exceeds \$25,000, you shall pay within fifteen (15) days after such billing the full amount of such charges so that the Retainer is completely restored to an amount no less than \$25,000 and no receivable balance remains owing from you to the Firm. In the event that the hours expended are less than the total retainer, the firm will refund any unearned portion of the retainer.

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4. Direction

The Firm is being retained by the Ad Hoc Committee, and not by any individual member of the Ad Hoc Committee. The Firm shall not act on behalf of the Ad Hoc Committee in a manner that is contrary to any direction we receive from the Law Firms.

5. The Ad Hoc Committee

We understand, and each member of the Ad Hoc Committee so acknowledges, that each such member has agreed to come together to form the Ad Hoc Committee because you are similarly situated tort claimants of the Debtors and you expect that you may have similar views as to matters relating to the Debtors and the tort claims. Notwithstanding this arrangement and the execution of this Engagement Agreement: (i) each member of the Ad Hoc Committee acknowledges that no member has agreed to take on, and no member shall owe, a fiduciary duty to any of the other members; and (ii) no member has agreed to take on, nothing herein shall imply, and each member disclaims any fiduciary duty to any other holder of tort claims. Furthermore, each member acknowledges that it in no way intends or agrees to be deemed a member of a “**group**” within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934, as amended, for any purpose other than the resolution of the matters specifically identified herein, or to be acting in concert in any other manner with any holder which would be in violation of, or trigger reporting or similar obligations under, applicable law. Furthermore, neither this arrangement nor any provision of this Engagement Agreement shall (a) prevent any member of the Ad Hoc Committee from exercising or seeking to enforce or protect its rights with respect to the Debtors as it may deem appropriate, or (b) otherwise affect any member’s

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ability to act or forbear from taking any action as it may deem appropriate, including effectuating any settlement with the Debtors with respect to its tort claim.

A list of each member of the Ad Hoc Committee as of the date of this letter is attached hereto as Exhibit "A". It is expressly understood and agreed that additional members may join the Ad Hoc Committee. Each member's confidential information shall remain confidential and will not be shared with any other member, except with respect to the specific subject matter of the engagement of the Firm by the Ad Hoc Committee. Each member waives any obligation of the Firm to disclose to it any information of another member that is to remain confidential as provided in the foregoing sentence.

6. Conflicts of Interest

Our ability to represent any and all of our clients is governed by what are commonly called Rules of Professional Conduct, which include but are not limited to rules regarding conflicts of interest between any client of an attorney or law firm and their existing and former clients. Each member of the Ad Hoc Committee agrees that the Firm has been engaged in this matter as legal counsel to the Ad Hoc Committee as a whole, and not individually by you or any other individual member thereof. Each member of the Ad Hoc Committee also understands and agrees that the Firm therefore will not be prevented due to legal conflicts or Rules of Professional Conduct of any kind from providing legal or non-legal services to such other clients in matters that might be directly adverse to you or any other member of the Ad Hoc Committee or your respective interests (other than in connection with the interests of the Ad Hoc Committee as a whole as they relate to the Debtors). This means that, subject to the limits

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described in the Terms, the Firm may represent another client in certain matters in which its interests are, will be, or have been adverse to the Ad Hoc Committee's interests.

7. Communication

We will work BrownRudnick to keep the Ad Hoc Committee apprised of significant developments in the course of the engagement and will obtain the Ad Hoc Committee's direction on critical issues.

8. Records

We will maintain your file and any documents or ancillary materials during the pendency of the transaction or litigation for which we were retained. Upon conclusion of the matter, we will give you the opportunity to remove any materials we received from you or on your behalf. Any materials which are not removed by you will be retained for a period of five (5) years from the date of conclusion of your matter. At the conclusion of five years, your file, and all documents and items within it, will be sent for destruction without further notice to you.

9. Withdrawal

We reserve the right to withdraw from representing you at any time if you do not honor your financial commitments to us or, of course, in the event we perceive any conflict of interest or other ethical consideration.

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10. Discharge

You have the absolute right to discharge us for any reason at any time. We will promptly turn your file over to you or your new attorney on request. You will remain responsible for all fees and costs incurred through the date of discharge, but payment of our final statement is not a precondition to the release of your file.

In representing you in this matter, we cannot, and do not, warrant or predict results or final developments. Be assured that it is our desire to afford you conscientious, faithful, and diligent service, seeking at all times to achieve solutions that are just and reasonable to you.

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If the foregoing meets with your approval, kindly signify your consent and approval by signing your name in the space provided below, insert the date, and return a copy of this letter to me.

Very truly yours,

/s/ Rachel Mersky

Rachel B. Mersky

For Monzack Mersky Browder and Hochman, P.A.