

**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)

PLAN APPENDIX RE: DOCUMENT SHARING

1. Production of Documents from Reorganized BSA. On or before the Effective Date of the Plan, and as a condition to the Effective Date of the Plan, Debtors shall provide the following Documents to the Settlement Trustee, except to the extent a different production date is indicated below:

- (a) Documents produced in connection with the Chapter 11 Cases that relate to the Abuse Claims, including Documents produced by Local Councils in connection with the Preliminary Injunction; for the avoidance of doubt, this shall include all Rosters² produced by Local Councils in connection with the Preliminary Injunction;
- (b) Documents pertaining to the Abuse Claims that were open and unresolved as of the Petition Date that are in the possession of Debtors' National Coordinating Counsel, Ogletree Deakins;
- (c) The Volunteer Screening Database to the extent it relates to sexual abuse in Scouting. The Settlement Trustee or the holder of an Abuse Claim may request that Reorganized BSA search any other categories contained within the Volunteer Screening Database with respect to an alleged perpetrator. Reorganized BSA agrees that it will promptly conduct such a search and provide any records to the Settlement Trustee or the holder of an Abuse Claim it may find with respect to the particular request;
 - (i) The foregoing production includes any of the Reorganized BSA's "Perversion" files, "Confidential" files and "Red Flag" files or files stored under any other name comprising records of individuals accused of sexual impropriety or abuse of minors in the Scouting Program ("Perversion Files"), in both redacted (redacting the names

¹ The Debtors on 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 "Rosters" shall mean "historical troop and camp rosters that describe by name the Scouting youth, adult volunteers, or Scouting volunteers."

of all victims and their family members, as well as all minors named in said files and their family members) and unredacted form;

- (e) All Documents necessary to secure the benefit of any insurance rights;
- (f) All of the following categories of Documents to the extent they are in possession of Ogletree Deakins and maintained in electronic form:
 - (i) Documents regarding the registration of all identified alleged perpetrators in identified in a Proof of Claim;
 - (ii) Each yearly version of the Youth Protection Guidelines and the equivalent;
 - (iii) Each version of the Procedures for Maintaining Standards of Leadership and the equivalent;
 - (iv) Each version of the Scoutmaster Handbook, Boy Scout Handbook Cub Scout Handbook, and similar Handbooks;
 - (v) Each version of “How to Protect Your Children from Child Abuse” and the equivalent;
 - (vi) Each version of the Procedures for Ineligible Volunteer File Deskbook and the equivalent;
 - (vii) Each version of Standard Local Articles of Incorporation and the equivalent;
 - (viii) Each version of the Standard Charter Agreement between a Local Council and a Charter Organization and the equivalent;
 - (ix) Each version of BSA Rules and Regulations and the equivalent;
 - (x) All Rosters,

Provided, however, that to the extent Ogletree Deakins does not have any of the categories of Documents referenced in Section 1(f), the Settlement Trustee may request such Documents from Reorganized BSA on an as-needed basis.

2. Production of Documents by Local Councils.

On or before the Effective Date of the Plan, and as a condition to the Effective Date of the Plan, all Local Councils shall provide the following Documents to the Settlement Trustee (to the extent that such Documents are not produced by Debtors or Reorganized BSA, including pursuant to the Paragraph 1(a) above):

- (a) Evidence of any insurance that could provide coverage for Abuse Claims and documents necessary to secure the benefit of any insurance rights;
- (b) Complaints, reports, files, or any similar documentation related to any Volunteer Screening Database (or the equivalent) related to sexual abuse in Scouting or by a Scout leader or volunteer, *provided that* privileged documents must be protected as described in Paragraph 14;

The Local Council's costs of production of the foregoing shall be borne entirely by the Local Council.

As soon as practicable, the Settlement Trustee shall provide each Local Council with a list of (a) claimants, (b) alleged perpetrators, and (c) Scouting units for which an allegation of Abuse has been made in a particular year. The Settlement Trustee shall provide each Local Council with a copy of the filed proof of claim corresponding to each of these categories to assist the Local Council in its search. Within the later of (i) 90 days after the Effective Date or (ii) 90 days after a Local Council receives such a list from the Settlement Trustee, the Local Council must conduct a reasonable search for, produce, or otherwise make available to the Settlement Trustee all Rosters in its possession, custody, or control that correspond to the claims on that list. Each Local Council shall provide a certification that, to the extent no such Rosters are produced by the Local Council regarding a particular proof of claim on its list, the Local Council was unable to find any Rosters related to such proof of claim. The Settlement Trustee shall maintain a record of the proofs of claim, claimants, alleged perpetrators, and Scouting units for which a Local Council was able to locate Rosters or for which it has certified that it has been unable to locate such Rosters.

Following the completion of the production of Rosters described above, upon a request from the Settlement Trustee pursuant to the procedures below, Local Councils shall search for and produce or otherwise make available, within 90 days of receiving such a request, other Rosters reasonably necessary for evaluation of any claim of Abuse in Scouting. The following procedures shall govern any such request:

- (a) All holders of a Direct Abuse Claim shall be entitled to send to the Settlement Trustee a request for Rosters related to such holder's claim that are reasonably necessary for evaluation of such holder's individual claims;
- (b) The Settlement Trustee shall first confirm whether he has any Rosters responsive to that request, or any certifications from a Local Council that it was unable to identify any Rosters in response to a similar request made previously; if the Settlement Trustee has such Rosters, he shall provide them to the holder of the Direct Abuse Claim, subject in all cases to any applicable privileges.
- (c) The Settlement Trustee shall make a good faith effort to compile such requests from holders of Direct Abuse Claims and send them to Local Councils in a reasonable manner, along with any of the Settlement Trustee's own Roster requests (which requests must be for Rosters not already in the Settlement Trustee's possession custody and control, that are reasonably necessary for the Settlement Trustee to evaluate such holder's individual claim); *provided that* the Settlement Trustee shall

endeavor in good faith to send no more than one compiled request to each Local Council in a 30-day period.

- (d) Within 30 days of receipt of such a request (or within 60 days of receipt if such request includes more than 50 claimants), the Local Council must conduct a reasonable search for and produce to the Settlement Trustee all Rosters in its possession, custody, control that correspond to the claims requested.

Upon request to a Local Council, using the process described in the preceding paragraph (including all four subparagraphs), but replacing “Rosters” with “records regarding an alleged perpetrator named in an Abuse Claim,” the Local Council shall search for and produce or otherwise make available “records regarding an alleged perpetrator named in an Abuse Claim.”

At any time, a Local Council may elect to provide all Rosters in its possession, custody, or control from 1930 to 1999 to the Settlement Trustee. If a Local Council produces all of its Rosters pursuant to this provision, and provides a written certification to the Settlement Trustee to that effect, the Local Council shall have no further obligations to search for or produce Rosters absent a showing of good cause.

The costs incurred by the Local Council in connection with any of the document productions described above shall be borne by the Local Council; *provided that*, except where expressly provided above, the Settlement Trust shall bear the reasonable costs incurred by the Local Council in connection with document requests made to the Local Council more than 5 years following the Effective Date.

3. Predecessor and Prior Local Councils. Where applicable, Local Councils are also required to search and produce documents in their possession, custody, or control regarding any predecessor organization or prior Local Council that has since merged with a current Local Council.

4. Preservation of Documents. The terms of the Preliminary Injunction as they relate to the preservation of documents by Local Councils shall continue to apply to each Local Council until the Local Council has completed its document production obligations required by the Document Appendix.

5. Ongoing Obligation of Local Councils. During the life of the Settlement Trust, if the Settlement Trustee requests additional documents in the categories described in Section 2 of this Agreement, the Local Council shall be obligated to provide documents to the Settlement Trust pursuant to the terms above to the extent that (i) such documents are in their possession, custody, and control, and (ii) not already provided to the Settlement Trust.

6. Authentication of Documents by Producing Entity. All Documents provided to the Settlement Trust pursuant to the Plan shall be authenticated by the entity producing such records as records kept in the ordinary course of business of the Debtors or Local Councils, to the extent that such an authentication would be factually accurate.

7. Authentication of Documents in Possession of Holders of Direct Abuse Claims. To the extent a holder of a Direct Abuse Claim is in possession of any materials described in

Section 1 or Section 2 of this Document Appendix, the holder of Direct Abuse Claim will request that Reorganized BSA or a Local Council, as applicable, review the material, and Reorganized BSA or the Local Council will authenticate the material, if authentic, and the holder of the Direct Abuse Claim will produce such material to the Settlement Trust.

8. Costs of Complying with Document Appendix. Other than as specifically provided for in this Document Appendix, the Parties shall work in good faith to reach agreement on reasonable allocation of the costs of production with respect to Reorganized BSA.

9. Production of Information and Documents by Chartered Organizations. Pursuant to Rule 2004 and any other discovery rules, the Settlement Trustee and holders of Direct Abuse Claims are authorized to seek to obtain information and documents from Chartered Organizations that are reasonably calculated to lead to the discovery of admissible evidence for the liquidation of Direct Abuse Claims (only to the extent not previously produced by the Debtors, Reorganized BSA, a Local Council, or otherwise in the possession of the Settlement Trustee), including, but not limited to, information and documents in the following categories so long as it is related to an Abuse Claim:

- (a) All Rosters corresponding to a claimant, alleged perpetrator, or Scouting units for which an allegation of Abuse has been made in an Abuse Claim;
- (b) Evidence of insurance that could provide coverage for Abuse Claims, including insurance that is not a shared policy with the BSA or a Local Council;
- (c) All records regarding each Scouting unit that is the subject of an Abuse Claim, including the charter application and any renewal application, the unit roster(s), meeting attendance sheets, trip permits, newsletters, files regarding the unit leader(s);
- (d) Records regarding an alleged perpetrator in an Abuse Claim, including evidence that the Charter Organization or another party knew or should have known that the alleged perpetrator posed a danger to children;
- (e) The policies and procedures for preventing child sexual abuse or for handling allegations of child sexual abuse;
- (f) Records regarding the organizational or hierarchy structure related to the supervision and governance of Scouting units

The Settlement Trustee and holders of Direct Abuse Claims shall be able to take whatever steps are necessary to pursue discovery from Chartered Organizations pursuant to FRBP 2004, and enforceable under FRCP 45, other court resolution processes, and under bankruptcy law and applicable nonbankruptcy law; *provided, however*, the list of information and documents set forth in this Section 9 shall not be construed as a conclusive or binding agreement or judgment that any Chartered Organization must produce such information or documents and all Chartered Organizations reserve all rights, claims, and defenses with respect to any such discovery requests.

Solely with respect to the RCAHC, its members and Roman Catholic Entities, the Settlement Trustee and holders of Direct Abuse Claimants may issue subpoenas hereunder under the authority of FRBP 2004 solely for the purpose of pursuing Direct Abuse Claims filed with the Trust (whether pursuant to the general procedures in Article V or VII or the Independent Review Option in Article XIII); provided that, the holder of a Direct Abuse Claim shall obtain the written approval of the Settlement Trustee that the proposed discovery is for the purpose of administering Direct Abuse Claims in the Trust before issuing a subpoena; and provided further, that nothing herein shall prejudice the rights of the holder of a Direct Abuse Claim to seek any discovery by lawful means (including filing a motion for an order under FRBP 2004) if the Settlement Trustee does not grant the requested approval.

10. Protection of Chartered Organization Privileged Information. For the avoidance of doubt, the authorization of any discovery from a Chartered Organization pursuant to this Document Appendix shall not be construed to deprive the recipient of such discovery request of any applicable remedy, objection, defense to, or privilege or immunity from, any such discovery.

11. Depositions. The Settlement Trustee and holders of Direct Abuse Claims shall have the right and ability to pursue depositions, with all such depositions coordinated through the Settlement Trustee. For all such depositions, the Settlement Trustee shall make a reasonable effort to coordinate all requests by holders of Direct Abuse Claims so as to minimize the number of depositions required. The following process shall apply to the scheduling of any depositions:

- (a) All holders of a Direct Abuse Claim shall be entitled to send to the Settlement Trustee a proposed notice of deposition related to such holder's claim; *provided that* such request must be reasonably necessary for evaluation of such holder's individual claims;
- (b) The Settlement Trustee shall first confirm whether any depositions have already been conducted that may provide the information requested and shall provide to the requesting holder (subject to all applicable privileges) any deposition transcripts that the Settlement Trustee believes could obviate the need for the deposition;
- (c) Any holder of a Direct Abuse Claim who requests such a deposition shall be required to review the prior deposition transcript(s) and make a good faith effort to avoid unnecessary depositions or duplicate questioning;
- (d) The Settlement Trustee shall use reasonable good faith efforts to coordinate deposition requests among holders of Direct Abuse Claims so as to minimize the number of depositions requested of a particular party or witness;

The costs to the Local Councils related to the first two depositions of any of the following³ shall be borne by the Local Council: (i) a Local Council's current employees; (ii) a Local Council's volunteers whose testimony could be binding on the Local Council under state or federal law; or (iii) a Local Council's prior managing agents whose testimony could be binding on the Local

³ For the avoidance of doubt, any deposition falling into any of these three categories shall count towards the two-deposition cost-shifting provision.

Council under state or federal law or person most knowledgeable. For all subsequent depositions of a Local Council's current employees, volunteers, or prior managing agents, the party seeking the deposition shall be responsible for all costs reasonably incurred by the Local Council.

The costs of the first deposition of any representative or employee of Reorganized BSA (including its prior managing agents where such agents' testimony could be binding on Reorganized BSA under state or federal law) shall be borne by Reorganized BSA. For all subsequent depositions of a representative or employee of Reorganized BSA (including its prior managing agents where such agents' testimony could be binding on Reorganized BSA under state or federal law), the party seeking the deposition shall be responsible for all costs reasonably incurred by Reorganized BSA, *provided further*, that the party seeking the deposition shall also be responsible for the cost of the first deposition of any representative or employee of Reorganized BSA (including its prior managing agents where such agents' testimony could be binding on Reorganized BSA under state or federal law) in the event that a deposition has already been taken of another Reorganized BSA representative or employee who works in the same department of Reorganized BSA or fulfills a similar role with respect to Reorganized BSA.

Any holder of a Direct Abuse Claim who participates in a deposition provided for under this Section 11 shall be required to review any prior deposition transcript(s) of the party or employee and make a good faith effort to avoid duplicate questioning. The holder of a Direct Abuse Claim who requests such a deposition shall have the right to participate in any meet and confer or motion practice regarding the requested deposition and may move forward with the deposition if the Settlement Trustee does not schedule the deposition within 60 days of the request.

12. Fact Witness Subpoenas. The holder of a Direct Abuse Claim shall be entitled to pursue and secure a subpoena from the appropriate court for the deposition of any percipient or fact witness related to the holder's claim without limitation. However, the Settlement Trustee shall make a reasonable effort to coordinate such requests for a deposition of the same witness, and the procedures in Section 11 shall apply to any such request. Any holder of a Direct Abuse Claim who requests such a deposition shall be required to review the prior deposition transcript(s) of the same witness and make a good faith effort to avoid duplicate questioning. The holder of a Direct Abuse Claim who requests such a deposition shall have the right to participate in any meet and confer or motion practice regarding the requested deposition and may move forward with the deposition if the Settlement Trustee does not schedule the deposition within 60 days of the request.

For the avoidance of doubt, the fact witness subpoenas described in this Section cannot be used to circumvent the cost-sharing provisions in Section 11, and the fact that a deposition is conducted pursuant to this Section 12 shall not prevent the cost-sharing provisions in Section 11 from applying if the deposition is of, as applicable: (i) a Local Council's current employees, (ii) a Local Council's volunteers whose testimony could be binding on the Local Council under state or federal law ; (iii) a Local Council's prior managing agents whose testimony could be binding on the Local Council under state or federal law or person most knowledgeable; or (iv) any representative or employee of Reorganized BSA (including its prior managing agents where such person's testimony could be binding on Reorganized BSA under state or federal law).

13. Access to Information. Holders of Direct Abuse Claims shall be entitled to access from the Settlement Trustee to documents and information they will likely need in order to

obtain compensation under the Plan, *provided, however*, that holders of Direct Abuse Claims shall not be entitled to any Privileged Information provided by the Debtors, Reorganized BSA the Local Councils, and/or any Chartered Organizations to the Settlement Trust. If the Trustee determines not to pursue the documents outlined above, the holder of a Direct Abuse Claim shall have the right at their own expense to pursue that discovery, except that the holder of a Direct Abuse Claim may request reimbursement of their costs and reasonable attorney fees from the subject of the discovery requests in the event a court finds such reimbursement is warranted. For the avoidance of doubt, any discovery contemplated by this paragraph is not applicable to Debtors, Reorganized BSA, Local Councils and/or Chartered Organizations other than as provided in other paragraphs above. The terms of Sections 14 and 15 shall apply to documents and information requested and provided pursuant to this provision.

14. Maintenance of Privilege. The production of documents by Debtors and Reorganized BSA under Section 1 of this Document Appendix and by Local Councils under Section 2 of this Document Appendix, shall include responsive documents that may be subject to the attorney-client privilege, work-product privilege, Common-Interest Communications with Insurers, protection or privilege granted by joint defense, common interest, and/or confidentiality agreement or other privilege or immunity (“Privileged Information”). The production of documents by Chartered Organizations to the Settlement Trustee under Section 9 may also include Privileged Information. Debtors, Reorganized BSA, Local Councils, and Chartered Organizations shall designate any such Documents as “Privileged Information” when providing such Documents to the Settlement Trust, *provided, however*, that the inadvertent failure to identify a Document as Privileged Information shall not prevent the Debtors, Reorganized BSA, Local Councils, and/or Chartered Organizations from subsequently designating such document as Privileged Information.

To the extent necessary to preserve any attorney-client privilege, work-product privilege, Common-Interest Communications with Insurers, protection or privilege granted by joint defense, common interest, and/or confidentiality agreement or other privilege or immunity attaching to any Documents, any such privileges shall be irrevocably transferred to and vested in the Settlement Trustee (and such successor Settlement Trustee, if applicable) as of the Effective Date. For the avoidance of doubt, the transfer or assignment of any Privileged Information shall not constitute a waiver of any privilege or protection, and Privileged Information is vested solely in the Settlement Trustee and not in the Settlement Trust, the STAC, the Future Claimants’ Representative, the SCC, any other person, committee or subcomponent of the Settlement Trust, or any other person (including counsel and other professionals) who has been engaged by, represents, or has represented any holder of an Abuse Claim.

The Settlement Trustee shall only be permitted to share Privileged Information with professionals, advisors, or counsel retained by the Settlement Trust. The Settlement Trustee shall not share Privileged Information with (i) the STAC, (ii) any third party (including, but not limited to, any public disclosure or dissemination) to the extent that sharing the Privileged Information would result in a waiver of such privilege, and (iii) any holder of a Direct Abuse Claim, or counsel for a holder of a Direct Abuse Claim, except as required by court order, subpoena, or other valid legal process, or for tax, financial reporting, or government compliance purposes, *provided, however*, that if the Privileged Information to be shared may constitute or contain Common Interest Protected Material of a Chartered Organization or its insurer, the Settlement Trust shall (i) give written notice, to the extent legally permitted, of such court order, subpoena, filing of an

application or motion for a court order or other valid legal process, to the Party that provided the Protected Information, on the earlier of (a) three (3) business days after receipt of the legal process, or (b) three (3) business days before the required disclosure or production; (ii) assert all applicable rights, privileges, limitations, and protections with respect to said Privileged Information; (iii) cooperate fully with any other party who, at their sole cost and expense, opposes the disclosure of Privileged Information; and (iv) cooperate fully with any other party seeking, at their sole cost and expense, to obtain any appropriate protective order to ensure that confidential treatment will be accorded to the Privileged Information and to limit the further use or dissemination of such Privileged Information. If, pursuant to legal process, the production of such Privileged Information is required by a court of competent jurisdiction and after the exhaustion of any appeals, if taken by an objecting party, the party so ordered shall promptly notify the other parties and shall cooperate with any Party who decides to seek leave of said court to file the Privileged Information and this Agreement under seal or subject to an order protecting their confidential, privileged, and protected status. Nothing in the foregoing shall prohibit or impede the transfer of Documents to the Settlement Trust by the Debtors, Reorganized BSA, Local Councils and/or Chartered Organizations. The Settlement Trustee's receipt of Privileged Materials shall be without waiver and in recognition of the joint and/or successorship interest of the Settlement Trust and the Settlement Trustee's performance of his or her duties in administering the Settlement Trust. Nothing in this Agreement shall preclude the Settlement Trustee from providing Privileged Material or other information provided pursuant to this Agreement to any Insurer as necessary to preserve, secure, or obtain the benefit of any insurance rights transferred to the Settlement Trust at the Settlement Trust's sole discretion and without further authorization from the Debtors, Reorganized BSA, Local Councils and/or Chartered Organizations, subject to the Insurer agreeing to take all necessary and appropriate steps to protect from public disclosure or waiver the Privileged Material or other information.

To the extent Debtors, Reorganized BSA, a Local Council, and/or a Chartered Organization inadvertently transfers to the Settlement Trust any documents which Debtors, Reorganized BSA a Local Council and/or Chartered Organizations contend are exempted from being provided as being both privileged or not subject to production under this Document Appendix (an "**Inadvertently Provided Document**"), the Debtors, Reorganized BSA, Local Councils, and/or Chartered Organizations may, in writing request the return of any Inadvertently Provided Document. A request for the return of an Inadvertently Provided Document shall identify the document inadvertently provided and the basis for withholding such document from production. If the Debtors, Reorganized BSA, Local Councils, and/or Chartered Organizations requests the return, pursuant to this paragraph, of any Inadvertently Provided Document then in the custody of the Trust, the Trust shall either (i) within ten (10) business days (a) return or destroy the Inadvertently Provided Document and all copies thereof; (b) undertake reasonable measures to obtain or confirm the destruction of any copies it produced to other parties, and (c) destroy all notes or other work product reflecting the content of such Inadvertently Provided Document, alternatively, (ii) within 10 days of receipt of such a request, the Trust may challenge such request, but shall not contend that the provision of the document constituted a waiver of any applicable privilege or immunity.

15. Confidentiality Obligations. Other than as provided in Section 14 of this Document Appendix, the Settlement Trust shall not provide any third party access to any document that was previously designated Confidential or Highly Confidential or filed under seal pursuant to the Protective Order (such order, the "Protective Order," and all such material, the "Subject

Material”) unless such third party is properly subject to and has executed a separate protective order (which protective order is subject to approval by both the Settlement Trust and Reorganized BSA), and fourteen (14) business days’ notice is given to the party that produced the Subject Material. Such access shall be subject to the terms of this Document Appendix and the execution of a protective order and such third parties shall maintain its Confidential or Highly Confidential designation of all Subject Material.

Debtors, Local Councils and Chartered Organizations shall have the ability to designate information produced pursuant to this Document Appendix as “Confidential” or “Highly Confidential.” For the further avoidance of doubt, the Volunteer Screening Database files shall be considered Highly Confidential, whether designated Highly Confidential or not, and the Trust shall take all necessary steps to ensure that the Volunteer Screening Database files are not made publicly available or publicly disseminated. For purposes of clarity, no Confidential or Highly Confidential Material may be publicly disseminated without prior notice and written consent of the producing Party designating such materials as Confidential or Highly Confidential.

The terms of the Protective Order shall apply in full to the Subject Material and any other information provided pursuant to the terms of this Agreement, with the following modifications:

- (a) subject to Section 14 of this Agreement, if the Debtors, Reorganized BSA, Local Councils, and/or Chartered Organizations designate information Highly Confidential (the “Highly Confidential Material”), then the Trust may share such information solely with professionals, advisors, counsel retained by the Settlement Trust, and holders of Direct Abuse Claims who have requested access to the Subject Material (collectively, the “Recipients”), provided that the Recipients agree to be bound the provisions of this Agreement.
- (b) to the extent reasonably practical and so long as the information is otherwise discoverable, the Recipient shall provide thirty (30) business days’ notice (unless exigent circumstances do not afford time for such notice, in which case the Recipient shall endeavor to provide as much notice as possible) to the Debtors, Reorganized BSA, Local Councils, and/or Chartered Organizations before disclosing any Highly Confidential Material to the Bankruptcy Court or other court of competent jurisdiction orally or in writing to allow the Debtors, Reorganized BSA, Local Councils, and/or Chartered Organizations to object or obtain a protective order or agreement (if they choose to do so), or alternatively, the Recipient shall make any such disclosure under seal, unless such court orders otherwise;
- (c) in the event that the Recipient is required or requested (i) by a court of competent jurisdiction, (ii) in connection with a foreign proceeding or litigation, or (iii) by a federal, state, or local governmental or regulatory body, in each case, to disclose any Highly Confidential Material supplied to the Recipient, the Recipient will provide the Debtors, Reorganized BSA, Local Councils, and/or Chartered Organizations with prompt written notice of such request or requirements so that the Debtors, Reorganized BSA, Local Councils, and/or Chartered Organizations and/or their affiliates may seek, at their sole cost and expense, an appropriate

protective order or agreement and/or seek appropriate approvals from the Bankruptcy Court and/or any other court, tribunal, or governmental or regulatory body having jurisdiction over the relevant action, litigation, proceeding, or hearing, as applicable; and in the absence of a protective order or the receipt of a waiver hereunder, the Recipient may only disclose, without liability hereunder, that portion of the Highly Confidential Material that it is legally compelled to disclose; and

- (d) to the extent that the Recipient is subject to examination by a regulatory authority or bank auditor, it shall not be in breach of its obligations hereunder if it permits such authority or bank auditor to review the Highly Confidential Material, without notice to any persons, in connection with a review of the Recipient's files, provided, however, that the Recipient shall seek a protective order and/or confidentiality agreement that protects the Highly Confidential Material against public disclosure and limits the use of the Highly Confidential Material to the examination by the regulatory authority or bank auditor.

16. Document Repository. For the avoidance of doubt, the Settlement Trust is responsible for creating a repository of documents and information, such as deposition transcripts, which is the foundational discovery that the holder of a Direct Abuse Claim will likely need to establish the validity and/or amount of their claim in order to obtain compensation under the Plan. The Settlement Trustee has no authority to refuse to transmit a document or deposition request from the holder of a Direct Abuse Claim other than as necessary to protect privilege. Following a transmittal of a request by the holder of a Direct Abuse Claim and the Settlement Trustee's effort to coordinate such request, the holder of a Direct Abuse Claim has the sole obligation to pursue the request and shall be responsible for the cost of doing so. Other than pursuing production of the initial disclosures, the processes for requesting the discovery outlined above, and coordinating the requests of the holder of a Direct Abuse Claim, the Trustee shall not pursue discovery for the benefit of a holder of a Direct Abuse Claim and shall not be responsible for the cost of such discovery. If the Trustee determines not to pursue any of the discovery outlined above, the holder of a Direct Abuse Claim shall have the right at their own expense to pursue that discovery, except that the holder of a Direct Abuse Claim may request reimbursement of their costs and reasonable attorney fees from the subject of the discovery requests in the event a court finds such reimbursement is warranted. For the avoidance of doubt, any discovery contemplated by this paragraph is not applicable to the BSA and Local Councils other than as provided in other paragraphs above.

17. Destruction of Repository. The Settlement Trust is obligated to maintain and safeguard the documents and information in its repository until it gives notice of its belief that there is no further need for these documents to establish claims against or by the Settlement Trust, and for an additional five years thereafter. At the end of the five years, the Settlement Trust shall give 120 days' notice of its intent to destroy its repository and give interested parties an opportunity to petition a court for access to the repository before it is destroyed. Any documents or information subject to such a petition shall not be destroyed until the requested is fully resolved.

18. Settling Insurers. The Settling Insurers' agreement to settle does not indicate the Settling Insurers' support for the Document Appendix, and no party shall argue that the Settling Insurers agreed to or acquiesced to such Document Appendix. Rather, the Settling Insurers are

designated as a Settling Insurance Company and Protected Party under the Plan, and as Settling Insurers, nothing in the Document Appendix shall be construed as requiring or authorizing discovery of the Settling Insurers or their employees.