

**MEMORANDUM OF UNDERSTANDING**

**Revised October 28, 2020**

This Revised Memorandum of Understanding (“Revised MOU”) is dated October 28, 2020, between the Virginia Conference of the United Methodist Church (the “Conference”) and the undersigned local church within the Conference (the “Local Church”).

The Boy Scouts of America (the “BSA”) has filed for bankruptcy in a case styled *In re Boy Scouts of America and Delaware BSA, LLC*, case no. 20-10343, pending in the United States Bankruptcy Court for the District of Delaware. BSA filed their bankruptcy case to address the significant liability it faces from sexual abuse claims asserted (or to be asserted in the future) by Scouts and former Scouts.

The Local Church, among other churches in the Conference, currently serves or has served as a BSA Chartering Organization. To protect the rights of the Local Church, the Local Church is advised to file a Proof of Claim in the BSA bankruptcy case. To streamline this process for all local churches, the Conference has engaged Bradley Arant Boult Cummings LLP (the “Bradley Firm”) as an option to represent the Local Church in this matter. The goal is to consolidate the efforts of multiple Conferences in an effort to increase negotiating leverage and reduce the legal costs associated with these filings.

The Local Church hereby accepts the Conference’s offer for representation with the Bradley Firm. The Conference agrees to be initially responsible for the legal fees associated with filing the various Proofs of Claim only. Should there be fees and costs beyond the filing of the Proofs of Claim, the Local Church agrees to reimburse the Conference for legal fees and costs associated with any further representation by the Bradley Firm. The Conference’s financial responsibility for this representation will be limited to the filing of a Proof of Claim on behalf of Local Church in the above referenced case. **The Local Church expressly agrees to reimburse the Conference for fees and costs associated with any additional legal work after the filing of the Proof of Claim and this Revised MOU shall not extend to any additional matter, including, but not limited to, any required representation of the Local Church in a sexual abuse claim made relating to the Local Church’s status as a BSA Chartering Organization.**

The Local Church agrees to the terms of representation provided by Bradley Firm attached hereto as Exhibit 1. The Local Church agrees to accurately provide all information requested by the Conference for the Bradley Firm with respect to this representation **ON OR BEFORE NOVEMBER 2, 2020**. To streamline this process, the Local Church agrees that all communications to and from the Bradley Firm will happen through the Conference. The Local Church and the Conference acknowledge and agree that, despite our current consensus on all material issues related to this representation, it is possible that disagreements or other differences may arise between and among us in the future. Should that happen, it is understood and agreed that this Revised MOU shall be terminated, and each party shall be responsible for its own expenses associated with representation going forward. Either party upon written notice to the other party may terminate this agreement at any time.

\_\_\_\_\_, 2020  
Local Church Name                      Senior Pastor, Local Church                      Date

\_\_\_\_\_, 2020  
Chair, Board of Trustees, Local Church                      Date

\_\_\_\_\_, 2020  
Secretary, Board of Trustees, Local Church                      Date

\_\_\_\_\_, 2020  
Sharma D. Lewis, Bishop,                      Date  
The Virginia Conference of the UMC