

Addendum to Proof of Claim

This addendum is submitted on behalf of [*Name of Creditor*] (“**Claimant**”) in support of this Proof of Claim filed against The Boy Scouts of America (the “**Debtor**”).

[*Insert brief, general background of the relationship between Claimant and Debtor*]

To the extent that Claims¹ relating to or involving the Debtor in any way, including without limitation Abuse Claims, have been, or in the future are, asserted against Claimant (“**Third-Party Claims**”), Claimant hereby asserts and/or reserves the right to assert claims against the Debtor for, *inter alia*, negligence, fraud, contribution, indemnification, reimbursement and any and all similarly applicable claims. Claimant’s claims against the Debtor include, but are not limited to, reimbursement and payment for the full amount of: (1) any damages and liabilities incurred by Claimant as a result of any Third-Party Claims, including without limitation Abuse Claims, as well as any and all costs, expenses, and attorney’s fees incurred by Claimant in defending, settling, resolving or responding in any way to Third-Party Claims; and (2) any other amounts to which Claimant is entitled as a matter of law. Claimant reserves the right to amend this Proof of Claim for any reason, including if additional information becomes available.

Reservation of Rights

Nothing contained in this Proof of Claim shall, or shall be deemed to, constitute any admission or acknowledgment by Claimant of any liability, wrongdoing or other actionable conduct for any acts or omissions related to Third-Party Claims asserted against Claimant. Claimant reserves the right to amend or supplement this Proof of Claim, including, without limitation, the right to: (i) add documents; (ii) assert additional rights, claims or defenses; or (iii) change priority and fix, increase or amend in any respect the amounts and claims referred to herein.

¹ All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC (Doc. 20).

Claimant further reserves the right to file additional proofs of claim for additional claims, including, without limitation, claims for administrative expenses and all other claims, at law or in equity, arising prior to, on, or after the petition date. Claimant further reserves the right to amend or supplement this Proof of Claim if it deems it necessary and appropriate, for any reason, including, but not limited to, to add costs or expenses that have been incurred but not yet billed or that are allowable at law, equity or otherwise, and to assert that all or part of the claims described herein are secured by collateral of Debtor or its estate, including but not limited to, applicable insurance coverage. Finally, Claimant reserves any rights of recoupment and setoff, and, if appropriate, may exercise such rights without further order of the Bankruptcy Court and without amending this Proof of Claim.

Claimant does not waive any rights or defenses at law or equity or any rights, defenses or causes of action that Claimant has or may have against any person, including but not limited to, the Debtor and parties asserting Third-Party Claims. This Proof of Claim is not intended to be, and shall not be construed as: (i) an election of remedies; (ii) a waiver of any defaults; (iii) an admission as to the jurisdiction of the Bankruptcy Court or a waiver to contest the jurisdiction of the Bankruptcy Court; (iv) a waiver of the right to trial by jury in the Bankruptcy Court or any other court in any proceeding, notwithstanding the designation or not of any matter as a “core proceeding” pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (v) a waiver of any contractual right to arbitration; (vi) a release of Claimant’s right to have any and all final orders in any and all non-core matters or proceedings entered only after a de novo review by a United States District Court judge; (vii) a waiver of the right to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in these cases against

or otherwise involving Claimant; or (viii) a waiver or limitation of any rights, remedies, claims, defenses or interests of Claimant.