

**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

Objection Deadline: August 21, 2020 at 4:00 p.m. (ET)
Hearing Date: September 9, 2020 at 10:00 a.m. (ET)

**MOTION OF OFFICIAL COMMITTEE OF TORT CLAIMANTS
ENFORCING AUTOMATIC STAY UNDER 11 U.S.C. §§ 362(A)(3)
AND 541(A) AGAINST MIDDLE TENNESSEE COUNCIL ARISING
FROM TRANSFERS OF PROPERTY OF THE ESTATE**

The official committee of tort claimants (consisting of survivors of childhood sexual abuse) (the “*Tort Claimants’ Committee*”) appointed in the above-captioned cases hereby moves this Court (the “*Motion*”) for the entry of an order, pursuant to sections 362(a)(3) and 541(a)(1) of title 11 of the United States Code (the “*Bankruptcy Code*”) and Rules 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), enforcing the automatic stay against the Middle Tennessee Council, Boy Scouts of America (the “*Middle Tennessee Council*”) arising from transfers of property of the estate of Boy Scouts of America (the “*BSA*” or “*Debtor*”) and rendering such transfers to be void *ab initio*. In support of the Motion, the Tort Claimants’ Committee respectfully states as follows:

¹ The debtors (together, the “*Debtors*”) in 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.

I.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. sections 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. section 157(b)(2).

2. Venue of this proceeding and this Motion is proper in this District pursuant to 28 U.S.C. sections 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 362(a)(3) and 541(a) of the Bankruptcy Code and Bankruptcy Rules 4001 and 9014.

II.

BACKGROUND

4. On February 18, 2020 (the “*Petition Date*”), each of the Debtors commenced a chapter 11 case by filing a voluntary petition for relief under chapter 11 of title 11 of the Bankruptcy Code. Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors continue to operate as debtors in possession. No trustee or examiner has been appointed in these cases. On March 4, 2020, the Office of the United States Trustee (the “*U.S. Trustee*”) formed the Tort Claimants’ Committee consisting of nine survivors of childhood sexual abuse.

III.

INTRODUCTION

5. On July 1, 2020, the Middle Tennessee Council transferred substantially all of its real and personal property to an irrevocable asset protection trust (the “*Transfer*”) for no consideration. At the time of the Transfer, the BSA had reversionary property interests in the assets pursuant to the BSA’s and Middle Tennessee Council’s organizational charters and bylaws. The Transfer, made with the knowledge of BSA’s bankruptcy, violated the automatic

stay and is void *ab initio*. Despite having a self-admitted interest in the transferred properties, BSA has not taken any action to enforce the automatic stay and restore the estate's property rights notwithstanding the Tort Claimants' Committee demands. Therefore, The Tort Claimants' Committee seeks an order of the Court voiding the Transfer as a violation of the automatic stay.

6. Section 541(a) of the Bankruptcy Code broadly defines property of the estate to include all legal and equitable interests of a debtor, including contingent, future interests. The automatic stay is intended to protect creditors and the estates and may not be waived by the BSA.

7. This Motion seeks redress for the willful violation of the automatic stay by the Middle Tennessee Council arising from the Transfer of property in which BSA has an interest. As property of BSA's bankruptcy estate, the Transfer of property into an asset protection trust resulted in the diminution of the estates' property because the Transfer put the property outside the reversionary interest BSA has in such property and outside the reach of BSA's and the Middle Tennessee Council's creditors.

8. Specifically, the Middle Tennessee Council took real and personal property in which the Debtor had a valuable reversionary interest, and with knowledge of the Debtor's pending bankruptcy case, transferred its property into a self-described "asset protection trust." The Middle Tennessee Council conveyed the real property by quitclaim deeds for no consideration.²

9. On July 10, 2020, the Tort Claimants' Committee sent a cease and desist letter to the Middle Tennessee Council demanding that it stop or unwind the Transfer. The Middle Tennessee Council has failed to directly respond to the TCC's letter. Instead, the BSA,

² The Tort Claimants' Committee has information that establishes the Middle Tennessee Council's intent behind these transfers. The intention is irrelevant to this Motion which seeks to enforce the automatic stay.

acting on behalf of the Middle Tennessee Council, asserted that the Transfer was proper -- while simultaneously admitting that the BSA has an interest in the property. The BSA has refused to take any action in response to the Middle Tennessee Council's actions despite numerous conversations with BSA's counsel about transfers like these. For the reasons stated herein, the Tort Claimants' Committee seeks an order voiding the Transfers made by the Middle Tennessee Council.

IV.

RELIEF REQUESTED

10. By this Motion, pursuant to sections 362(a)(3) and 541(a) of the Bankruptcy Code and Bankruptcy Rules 4001 and 9104, the Tort Claimants' Committee seeks entry of an order voiding the Transfer of the Assets (as defined below), and granting such other and further relief as may be just, equitable and proper. A proposed form of order is annexed hereto as **Exhibit A**.

V.

STATEMENT OF FACTS

A. BSA's Preliminary Injunction

11. On the Petition Date, the BSA attributed its need for bankruptcy protection to "numerous lawsuits related to historical acts of sexual abuse in its programs." [Docket No. 4 at p. 3]. In BSA's words, it commenced this case "to achieve dual objectives: (a) timely and equitably compensating victims of abuse in Scouting and (b) ensuring that the BSA emerges from bankruptcy with the ability to continue its vital charitable mission." *Id.* at 6-7.

12. To this end, the BSA initiated an adversary proceeding (Adv. Case No. 20-50527) (the "***Adversary Proceeding***") seeking preliminary and permanent injunctive relief

against the survivors of childhood sexual abuse claims in pending lawsuits against BSA, non-debtor local councils, and others in state and federal courts around the nation (the “**Pending Abuse Actions**”). Accompanying the Adversary Proceeding was *The BSA’s Motion for a Preliminary Injunction Pursuant to Sections 105(a) and 362 of the Bankruptcy Code* (the “**Preliminary Injunction Motion**”).

13. After the filing of the Preliminary Injunction Motion, the Tort Claimants’ Committee, BSA, and other parties commenced negotiations regarding scope and terms of a proposed injunction over the Pending Abuse Actions. Thereafter, on March 30, 2020, the Court entered its *Consent Order Pursuant to 11 U.S.C. §§ 105(a) and 362 Granting the BSA’s Motion for a Preliminary Injunction* (the “**Consent Order**”), which generally stayed the Pending Abuse Actions and protected approximately 260 local councils (the “**Local Councils**”) who, like the BSA, are also subject to thousands of sexual abuse claims.

14. After a brief extension of the Consent Order, on June 9, 2020, the parties filed their *Second Stipulation and Agreed Order By and Among the Boy Scouts of America, the Official Committee of Survivors of Abuse, and the Official Committee of Unsecured Creditors Modifying the Consent Order Granting the BSA’s Motion For A Preliminary Injunction Pursuant to 11 U.S.C. §§ 105(A) and 362 and Further Extending the Termination Date of the Standstill Period* [Adv. Docket No. 77] (the “**Second Stipulation**”), which extended the preliminary injunction (the “**Preliminary Injunction**”) granted under the Consent Order to November 16, 2020, but also required each non-debtor Local Council seeking the benefit of the injunction to execute an “Acknowledgment and Agreement” (Exhibit 4 to the Second Stipulation) that provided, among other things, the following:

3. ... [P]rovide 30 days’ notice to BSA of any corporate action pertaining to the marketing, sale, transfer, or lease of any

real property owned by Local Council and copies of any documents related thereto.

4. ... [P]rovide 30 days' notice to BSA of any sale or transfer of personal property having an appraised or book value in excess of \$25,000 outside of the ordinary course of Local Council's operations.

5. ... [N]otify BSA within 10 days of executing an Acknowledgment and Agreement if it intends to take any of the actions described in paragraphs 3 or 4 above on or before July 6, 2020.

See Second Stipulation at Exhibit 4. Although the Middle Tennessee Council's plan to transfer the Assets was well under way at this time, it did not provide advance notice to the TCC (nor perhaps the BSA) regarding its intentions and instead chose to execute the Acknowledgement on the deadline under the Second Stipulation, presumably to ensure the Transfer was complete.

B. The Middle Tennessee Council's Postpetition Transfers

15. The Middle Tennessee Council operated Boy Scout camps on land known as Boxwell Reservation (Wilson County), Latimer Reservation (Van Buren County), Grimes Canoe Base (Perry County), and Parish Reservation (White County) and also owned the Middle Tennessee Council office building in Nashville (Davidson County). It also maintained bank and securities accounts. Indeed, just one of those accounts – the “Capital Fund” – contained \$2,923,803 on March 31, 2020. The foregoing real property and accounts are collectively referred to herein as the “*Assets*.”

16. The Middle Tennessee Council executed its plan in two steps. First, on or about June 12, 2020 – just three days after the Second Stipulation was entered – Larry Brown (the Council Scout Executive) and John Bright Cage (the Council President) executed a Properties Trust Agreement dated June 12, 2020, that irrevocably established a trust into which the Assets were to be placed (the “*Asset Protection Trust*”). Thereafter, on or about June 30,

2020, Mr. Brown signed quitclaim deeds (the “*Quitclaim Deeds*”) for each of the five real property Assets, and those deeds were recorded in the respective counties on July 1, 2020. True and correct copies of the Quitclaim Deeds for the four camp properties are annexed hereto collectively as **Exhibit B**. The TCC is informed and believes that the Middle Tennessee Council took similar steps with regard to its cash and deposit account Assets.

17. On July 6, 2020, and in response to the obligations imposed upon it by the Second Stipulation, the Middle Tennessee Council executed and delivered an Acknowledgement and Agreement that included an addendum containing a narrative and attached documents. In the Acknowledgment and Agreement, the Middle Tennessee Council not only disclosed the Transfer of the Assets but also that it now leases the property from the Asset Protection Trust.

18. Prior to and at the time of the transfer of the Assets, the Middle Tennessee Council had actual knowledge of the BSA’s chapter 11 case and the minutes of its board meetings reflect this knowledge. The Middle Tennessee Council was among the hundreds of Local Councils that the BSA sought to protect by way of the Preliminary Injunction. Indeed, on March 3, 2020, Mr. Brown, one of three members of the Middle Tennessee Council’s executive board, published an opinion piece in the Tennessean in response to BSA’s February 18, 2020 bankruptcy filing. See <https://www.tennessean.com/story/opinion/2020/03/03/boys-scouts-middle-tennessee-developing-and-protecting-youth/4929974002/> (“With the recent news of a National Boy Scouts of America (BSA) bankruptcy, I want to share my perspective as the Scout Executive for the Middle Tennessee Council, BSA (MTC)”).

C. BSA’s Rights in Middle Tennessee Council’s Assets

19. The *Charter and Bylaws of the Boy Scouts of America* (“*BSA Bylaws*”) contain numerous provisions evidencing the reach of its various property interests and the broad

scope of BSA's powers with regard to the formation, governance, and continuation of local councils, including, but not limited to the disposition of a Local Council's property. A true and correct copy of the BSA Bylaws is annexed hereto as **Exhibit C**. As with all other Local Councils, BSA has sole discretion over the chartering of the Middle Tennessee Council and sets the size of the councils and their governing body. BSA Bylaws, Art. VI §§ 2 and 3. Charters must be renewed annually and the BSA has sole discretion to decide whether to renew the charter of each Local Council, including Middle Tennessee Council. BSA Bylaws, Art. VI, Sec. 1. Moreover, BSA may revoke or modify the charter of any Local Council at any time in its sole discretion. BSA Bylaws, at Art. VI, § 4.

20. The Rules and Regulations (the "***Rules and Regulations***") of the BSA provide the following with respect to a Local Council's ownership of real property in its own name:

Any incorporated local council may hold title to real property in its own name provided that in the event of the dissolution of the unit or council or the revocation or lapse of its charter said trustee or trustees will, after satisfying any claims against such unit or council to which such real estate may be subject, convey said property or, if sold, pay the net proceeds of such sale to the Boy Scouts of America, which may hold or use said property or funds for the benefit of Scouting in such locality or elsewhere if there is not suitable opportunity to use said property or funds in such locality. Any incorporated local council holding title to real property in its own name must ensure that its certificate or articles of incorporation expressly provide for the conveyance of such property or the net proceeds from the sale thereof to the Boy Scouts of America in the event of the dissolution of the local council or the revocation or lapse of its charter in a manner consistent with this provision.

Rules and Regulations, Real Estate at 8-9 (emphasis added). A true and correct copy of the Rules and Regulations is annexed hereto as **Exhibit D**.

21. BSA provides the Middle Tennessee Council, like all Local Councils, with a standard form of Articles of Incorporation and Bylaws (the “*LC Articles and Bylaws*”). A true and correct copy of the LC Articles and Bylaws is annexed hereto as **Exhibit E**.

22. Like the Rules and Regulations, the LC Articles and Bylaws provide that:

The property and assets of the Corporation are irrevocably dedicated to the charitable purposes of carrying out the (and educational) program of the Boy Scouts of America. In the event of the dissolution or final liquidation of the Corporation or upon the revocation or termination of its charter from the Boy Scouts of America, none of such property or assets or the proceeds therefrom shall inure to the benefit of any individual but shall, after all liabilities and obligations of the Corporation have been paid or satisfied or provision otherwise made therefor, be distributed (a) to another local council of the Boy Scouts of America as specified by the Boy Scouts of America to be used for charitable purposes, or (b) in the absence of such specification, to the Boy Scouts of America itself to be used for charitable purposes, it being (and educational*) contemplated that in either instance such property and assets shall continue to be devoted to the furtherance of Scouting . . .

LC Articles and Bylaws, Art. X.

23. Similarly, the LC Articles and Bylaws also provide that:

The Corporation may hold title to real property in its own name as long as its Articles of Incorporation expressly provide for the conveyance of such property or the net proceeds from the sale thereof to the Boy Scouts of America in the event of the dissolution of the Corporation or the revocation or termination of its charter.

LC Articles and Bylaws, Art. X., Sec. 2, Clause 4.

24. The LC Articles and Bylaws acknowledge that BSA may terminate or revoke the Middle Tennessee Council’s charter and require it to dissolve when and if that occurs. LC Articles and Bylaws, Art. II, at 1. In addition to the foregoing powers, the standard application form (the “*Local Council Charter Application Form*”) to apply for a charter

includes a specific reference to BSA's revocation power. A true and correct copy of a Local Council Charter Application Form is annexed hereto as **Exhibit F**.

25. Each Local Council has acknowledged BSA's reversionary interest in its own organizational documents. Specifically, both the 1976 and 2016 versions of the form Articles of Incorporation and Bylaws for local councils establish that all property acquired by a Local Council "shall be deemed to be received or acquired for the benefit of Scouting . . . in accordance with the Rules and Regulations and procedures from time to time adopted by the Boy Scouts of America." Further, both versions require that in the event of the revocation or lapse of its charter, Local Council property and cash will be turned over to BSA after satisfaction of claims against such Local Council.

D. The Middle Tennessee Council is Subject to Many Sexual Abuse Claims

26. As of the date of this Motion, the Tort Claimants' Committee is aware that the Middle Tennessee Council is subject to no fewer than 35 sexual abuse claims that have been or will be filed against BSA that implicate the Middle Tennessee Council. Because the Bar Date for filing sexual abuse claims extends to November 16, 2020, the Tort Claimants' Committee expects more claims to be asserted against the Middle Tennessee Council. As noted above, the existence of claims against Middle Tennessee Council is irrelevant to the stay violation but it is relevant it shows what motivated the council to irrevocably transfer the Assets for no consideration.

E. Tort Claimants' Committee's Cease and Desist Letter

27. On July 10, 2020, the Tort Claimants' Committee sent a cease and desist letter to the Middle Tennessee Council regarding the Assets (the "***July 10 TCC Letter***"). A true and correct copy of the July 10 TCC Letter is annexed here to as **Exhibit G**. To date, the Middle

Tennessee Council has not responded. Separately, and apparently on behalf of the Middle Tennessee Council, the BSA sent the Tort Claimants' Committee's counsel a letter in which the BSA admits that it has a contingent interest in the Assets. Nevertheless, the BSA has refused to take any action against the Middle Tennessee Council to protect and preserve property of the estate even after acknowledging its interest in the Assets³

VI.

ARGUMENT

A. THE COMMITTEE HAS STANDING TO BRING THIS MOTION

28. The party invoking federal jurisdiction bears the burden of establishing its standing. *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560 (1992). “[T]he question of standing is whether the litigant is entitled to have the court decide the merits of the dispute or of particular issues. Standing involves both constitutional limitations on federal-court jurisdiction and prudential limitations on its exercise.” *Warth v. Seldin*, 422 U.S. 490, 498 (1975). Constitutional, or Article III, standing, “imports justiciability: whether the plaintiff has made out a ‘case or controversy’ between himself and the defendant within the meaning of Art. III.” *Id.* To qualify for standing under Article III, “a claimant must present an injury that is concrete, particularized, and actual or imminent; fairly traceable to the defendant’s challenged behavior; and likely to be redressed by a favorable ruling.” *Davis v. Fed. Election Comm’n*, 554 U.S. 724, 733 (2008).

29. In addition, a movant must demonstrate prudential standing. “[P]rudential standing encompasses ‘the general prohibition on a litigant’s raising another person’s legal rights,

³ BSA contends that the transfer into an asset protection trust does not affect its reversionary interest but it does not explain the basis for its contention.

the rule barring adjudication of generalized grievances more appropriately addressed in the representative branches, and the requirement that a plaintiff's complaint fall within the zone of interests protected by the law invoked.” *Elk Grove Unified Sch. Dist. v. Newdow*, 542 U.S. 1, 12 (2004) (quoting *Allen v. Wright*, 468 U.S. 737, 751 (1984)); accord *Devlin v. Scardelletti*, 536 U.S. 1, 7 (2002).

30. The Tort Claimants’ Committee has Article III standing because “[a]ll they need show in order to demonstrate an Article III case or controversy is . . . some probability of a tangible benefit from winning the suit.” *Tucker v. United States Dep’t of Commerce*, 958 F.2d 1411, 1415 (7th Cir. 1992). At this stage in the case, it is far from clear that the BSA will be able to reorganize. If the BSA is unable to reorganize, and instead must liquidate, each Local Council charter will not be renewed, if not immediately revoked, thereby bringing the assets of all Local Councils, including those of the Middle Tennessee Council’s, into BSA’s bankruptcy estate by way of the corporate organizational documents cited above. If the Middle Tennessee Council’s assets were transferred outside the reach of the governing revisionary provisions then the constituency of abuse creditors represented by the Tort Claimants’ Committee suffer actual injury. Accordingly, injury is directly traceable to Middle Tennessee Council’s actions and the injury will be redressed by a favorable ruling if the Transfers violated the automatic stay.

31. The Tort Claimants’ Committee has standing to be heard to address this stay violation because it is a party in interest. 11 U.S.C. § 1109(b). The automatic stay is plainly intended to protect the debtor and property of the estate, *see* H.R. Rep. No. 95-595, at 340 (1977), reprinted in 1978 U.S.C.C.A.N. 5963, 6297, but it also protects creditors against the acts of a creditor who attempts to jump the line and seize property of the estate to satisfy its claim:

The automatic stay also provides creditor protection. Without it, certain creditors would be able to pursue their own remedies against the debtor's property. Those who acted first would obtain

payment of the claims in preference to and to the detriment of other creditors. Bankruptcy is designed to provide an orderly liquidation procedure under which all creditors are treated equally. A race of diligence by creditors for the debtor's assets prevents that.

Id.; S. Rep. No. 95-989, at 49 (1978), reprinted in 1978 U.S.C.C.A.N. 5787, 5835; *see Ostano Commerzanstalt v. Telewide Sys., Inc.*, 790 F.2d 206, 207 (2d Cir. 1986) (“Since the purpose of the stay is to protect creditors as well as the debtor, the debtor may not waive the automatic stay.”). Thus, Middle Tennessee Council’s actions impair sexual abuse creditors’ distributions, which fall within the zone of interests protected by the automatic stay. The Tort Claimants’ Committee was appointed to protect such interests and may enforce the automatic stay for that those very purposes.

B. BSA’S REVERSIONARY INTEREST IN THE ASSETS IS PROPERTY OF THE BANKRUPTCY ESTATE

32. The Bankruptcy Code defines property interests broadly, encompassing “all legal or equitable interests of the debtor in property.” 11 U.S.C. § 541(a)(1); *In re Triangle Laboratories, Inc.*, 663 F.2d 463, 466 n.4 (3d Cir. 1981). The “term ‘property’ has been construed most generously and an interest is not outside its reach because it is novel or contingent or because enjoyment must be postponed.” *Segal v. Rochelle*, 382 U.S. 375, 379 (1966).⁴ Accordingly, property of the estate “includes all interests, such as . . . contingent interests and future interests, whether or not transferable by the debtor.” *In re Prudential Lines, Inc.*, 928 F.2d 565, 572 (2d Cir. 1991) (quoting H.R. Rep. No. 95-595, 175-76 (1978)).

33. The Third Circuit has held that a potential future recoupment of the surplus from a debtor’s pension plan (*i.e.*, something that might or might not exist) is property of

⁴ This case of one of many that inspired the drafting of the Bankruptcy Code and has been followed by many courts. *In re Neuton*, 922 F.2d 1379, 1382 (9th Cir. 1990).

the estate and its transfer subject to recovery. *Pension Transfer Corp. v. Beneficiaries under the Third Amendment to Fruehauf Trailer Corp. Retirement Plan No. 003 (In re Fruehauf Trailer Corp.)*, 444 F.3d 203, 211 (3d Cir. 2006). It is also well established that “the mere opportunity to receive an economic benefit in the future” is property with value under the Bankruptcy Code. *Mellon Bank, N.A. v. Official Comm. of Unsecured Creditors of R.M.L. (In re R.M.L.)*, 92 F.3d 139, 148 (3d Cir. 1996).

34. Other courts have also found that section 541(a)’s definition of “property” is broad enough to encompass reversionary interests. *See e.g., In re Wray*, 258 B.R. 777, 785 n.8 (Bankr. D. Idaho 2001) (finding reversionary interest in real estate property of bankruptcy estate); *In re Hernando Healthcare, Inc.*, 157 B.R. 701, 703-04 (Bankr. M.D. Fla. 1993) (finding reversionary interest in reserve fund to be part of bankruptcy estate). *See also, In re Labrum & Doak*, 227 B.R. 391, 405 (Bankr. E.D. Pa. 1998) (“Property of the estate includes all legal and equitable interests of the debtor in property . . . ‘the term property has been construed most generously and an interest is not outside its reach because it is novel . . . in fact, every conceivable interest of the debtor, future, nonpossessory, contingent, speculative, and derivative, is within the reach of § 541.’”) (*quoting Carlson v. Brandt*, 1997 U.S. Dist. LEXIS 12821,*28 (N.D. Ill. Aug. 22, 1997)).

35. Preservation and preventing premature disposition of property of the estate is essential in any bankruptcy case because such property forms the basis of a debtor’s rehabilitation and reorganization. *United States v. Whiting Pools*, 462 U.S. 198 (1983) (holding that the “reorganization effort would have small chance of success, however, if property essential to running the business were excluded from the estate.”). The Middle Tennessee Council’s Assets are essential to running the scouting operation and that is why the BSA has a revisionary interest in these and all other Local Council property.

36. In this case, BSA's reversionary interests the Middle Tennessee's Council's assets and the assets of all other Local Councils, is no different from the future and contingent interests described in the foregoing cases. BSA's reversionary interests are established by the BSA Bylaws, the Rules and Regulations, and the LC Articles and Bylaws, and were acknowledged by the BSA in its response to the July 10 TCC Letter. As the United States Supreme Court held in *Whiting Pools*, the preservation of all BSA's assets, whether they are actual, contingent, or future interests, is of paramount importance.

37. If the BSA cannot reorganize and converts its case to a chapter 7 case, a chapter 7 trustee would either revoke the Local Council charters or not renew them. In either instance, BSA's current reversionary interest in the Middle Tennessee Council's Assets would vest into full ownership and the Assets would be available to pay the claims of childhood sexual abuse claimants as provided for in the organizational documents. The Middle Tennessee Council's Transfer of the Assets into the Asset Protection Trust thus diminishes BSA's bankruptcy estate at the expense of creditors.

38. To the extent Local Councils will seek releases from liability for sexual abuse claims, the Local Councils' assets, including those of the Middle Tennessee Council, are relevant to the BSA's ability to confirm a chapter 11 plan. A number of courts have held that when a plan proposes the release of non-debtor third parties, the "Best Interests of Creditors Test" requires the inclusion of asset values of such non-debtor third parties in the hypothetical, alternative liquidation recovery comparison: "[T]he best interests equation also properly mandates consideration of creditors' comparative recoveries on non-debtor claims, to the extent the plan is treating those non-debtor claims by release." *Mercury Capital Corp. v. Milford Conn. Assocs., L.P.*, 354 B.R. 1, 9 (D.Conn.2006); *see also In re Ditech Holding Corp.*, 606 B.R. 544, 614 (Bankr. S.D.N.Y. 2019) (same); *In re Washington Mutual, Inc.*, 442 B.R. 314, 359-60

(Bankr. D. Del. 2011) (“in a case where claims are being released under the chapter 11 plan but would be available for recovery in a chapter 7 case, the released claims must be considered as part of the analysis in deciding whether creditors fare at least as well under chapter 11 plan as they would in a chapter 7 liquidation”); *In re Quigley*, 437 B.R. 102, 145 (Bankr. S.D.N.Y. 2010) (“The confirmation of the Fourth Plan and discharge of Pfizer will affect the dissenting Non-Settling Claimants because they would “retain” their right to sue Pfizer if Quigley were liquidated under chapter 7. As the parties recognize, the critical question is whether I should consider the value of these derivative claims in deciding whether the Fourth Plan is in the “best interest” of the dissenting Non-Settling Claimants. I conclude that I must.”).

39. Thus, the BSA plan value distributed to any non-consenting creditor (*e.g.*, that votes to reject the plan) must exceed the aggregate of the hypothetical chapter 7 distribution to that creditor from the BSA estate plus the value of that creditor’s claims against the Local Councils. Accordingly, the Assets are property of the bankruptcy estate entitled to the protection of the automatic stay in BSA’s bankruptcy case.

**C. ACTIONS AGAINST OR TRANSFERS OF A DEBTOR’S
CONTINGENT OR REVERSIONARY PROPERTY
INTERESTS VIOLATE THE AUTOMATIC STAY**

40. Section 362 of the Bankruptcy Code provides for an “automatic stay” such that the filing of a chapter 11 petition operates as a stay, applicable to “any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate.” 11 U.S.C. § 362(a)(3); *Majestic Star Casino, LLC v. Barden Dev., Inc.* (*In re Majestic Star Casino, LLC*), 716 F.3d 736, 750 (3d Cir. 2013). A transfer that violates the automatic stay is generally considered to be void without any action on the part of the debtor. *Id.* (citing *In re Myers*, 491 F.3d 120, 127 (3d Cir. 2007); *In re Siciliano*, 13 F.3d 748, 750 (3d Cir.

1994) (“[T]he general principle [is] that any creditor action taken in violation of an automatic stay is void ab initio.”)).

41. Actions against or transfers of a debtor’s contingent interest in real property violate the automatic stay. *Pac. Western Bank v. Ehrenberg (In re Levine)*, 583 B.R. 231, 236-37 (C.D. Cal. 2018). In *Levine*, a debtor and non-debtor litigated their respective ownership of real property that was later resolved by way of a settlement agreement. *Id.* at 236. The settlement agreement granted the debtor a future interest upon the short sale of the real property. *Id.* At the time of the action, the settlement agreement had not yet taken effect because the real property had not been sold. *Id.* Nevertheless, the district court affirmed the bankruptcy court’s holding that the debtor’s contingent interest in the real property would vest upon a future act and fell within the protections of the automatic stay. *Id.*

42. Similarly, contingent, unvested interests in a decedent’s estate were deemed to be property of estate such that any disposition of those interests violated the automatic stay. *Meeks v. Nalley (In re Nalley)*, 507 B.R. 411, 416-18 (Bankr. S.D. Ga. 2014). In *Nalley*, co-debtors agreed to divide their interest in a decedent’s estate so that all of the property would be distributed to one debtor and not the other debtor who was subject to non-dischargeable claims. *Id.* at 417. At the time of the agreement, the co-debtors’ chapter 7 trustee controlled the debtors’ interest in the decedent’s estate and the debtors’ entitled to the contingent interest depended upon the trustee’s retention or abandonment, which hadn’t occurred at the time of the debtors’ agreement. The bankruptcy court held that the debtors’ agreement to divide the contingent interest was a stay violation because they both stood to receive a distribution if the trustee abandoned the interest, and such abandonment had not occurred at the time of the agreement. *Id.*

43. These principals apply here. The Middle Tennessee Council’s creation of a self-described “Asset Protection Trust” by quitclaim deeds took millions of dollars of value

away from the purview of the BSA and, by extension, the BSA's creditors. The transfer stripped the Middle Tennessee Council of assets that could have reverted to the BSA, which has the full authority to not renew or revoke the Middle Tennessee Council's charter and cause its assets to be transferred to the Debtor's estate.

D. THE MIDDLE TENNESSEE COUNCIL'S TRANSFER IS VOID AB INITIO BECAUSE THE TRANSFER AFFECTED PROPERTY OF THE ESTATE

44. Section 362 of the Bankruptcy Code provides

Except as provided in subsection (b) of this section, a petition filed under section 301, 302, or 303 of this title, or an application filed under section 5(a)(3) of the Securities Investor Protection Act of 1970, operates as a stay, applicable to all entities, of— . . . (3) any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate;

U.S.C. § 362(a)(3); *see also*, *ACandS, Inc. v. Travelers Cas. & Sur. Co.*, 435 F.3d 252, (3d Cir. 2006) (holding that “[t]o avoid interfering with the broad purposes served by the automatic stay, it was necessary for the arbitration proceeding to halt as soon as the scope of the parties' submissions supported an award that could diminish ACandS's estate. By continuing beyond this point, the proceeding violated § 362(a)(1), and the panel's deliberations and the resulting award are therefore void.”)

45. As set forth above, the Middle Tennessee Council violated the stay when it transferred the Assets to the Asset Protection Trust thereby insulating the Assets from its creditors and destroying BSA's right to the reversion of the Assets. Like *Nalley*, the mere fact that BSA currently may not intend to revoke the charter, let it lapse, or refuse to renew, or that the BSA might be unable to formulate a confirmable plan, is irrelevant.

46. The Third Circuit recently summarized the standard for the concept of a “willful” violation of the automatic stay:

It is a willful violation of the automatic stay when a creditor violates the stay with the knowledge that the bankruptcy petition has been filed. Willfulness does not require that the creditor intend to violate the automatic stay provision, rather it requires that the acts which violate the stay be intentional [A] creditor's 'good faith' belief that he is not violating the automatic stay provision is not determinative of willfulness. . . .

In re Lansaw, 853 F.3d 657, 664 n.4 (3d Cir. 2017) (emphasis added) (quoting *In re Landsdale Family Rests., Inc.*, 977 F.2d 826, 829 (3d Cir. 1992)); see also *In re Atlantic Business & Community Corp.*, 901 F.2d 325, 329 (3d Cir. 1990) ("the statute provides for damages upon a finding that the defendant knew of the automatic stay and that the defendant's actions which violated the stay were intentional") (citations omitted).

47. There can be no dispute that the Middle Tennessee Council knew of the BSA's bankruptcy case; indeed, it accepted the protection of this Court prior to effectuating the Transfer. The Middle Tennessee Council's internal communications expressly state that the Transfer was planned in anticipation of BSA's bankruptcy case. Moreover, the Middle Tennessee Council was one among hundreds of other Local Councils that enjoyed the benefits of the Preliminary Injunction in BSA's bankruptcy case. Finally, and as noted above, a member of the Middle Tennessee Council's executive board published an opinion in a local newspaper on March 3, 2020, concerning the effects of BSA's chapter 11 case on the Middle Tennessee Council.

48. The Court should void the Transfer of the Assets as a violation of the automatic stay. The BSA is in a precarious position with respect to its ability to successfully reorganize. Without access to the Middle Tennessee Council's assets, which are property of BSA's bankruptcy estate, it will only make it more difficult for BSA to propose a plan that fairly compensates the victims of childhood sexual abuse claims.

VII.

CONCLUSION

49. For the reasons set forth above, the Tort Claimants' Committee respectfully requests that the Court grant the Motion and such other and further relief as may be just, equitable and proper.

Dated: August 7, 2020

PACHULSKI STANG ZIEHL & JONES LLP

/s/ James E. O'Neill

James I. Stang (CA Bar No. 94435) (admitted *pro hac vice*)
Robert B. Orgel (CA Bar No. 10187) (admitted *pro hac vice*)
John A. Morris (NY Bar No. 2405397) (admitted *pro hac vice*)
James E. O'Neill (DE Bar No. 4042)
John W. Lucas (CA Bar No. 271038) (admitted *pro hac vice*)
919 North Market Street, 17th Floor
P.O. Box 8705
Wilmington, DE 19899-8705 (Courier 19801)
Telephone: (302) 652-4100
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joneill@pszjlaw.com
jlucas@pszjlaw.com

Counsel for the Tort Claimants' Committee

**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

Objection Deadline: August 21, 2020 at 4:00 p.m. (ET)

Hearing Date: September 9, 2020 at 10:00 a.m. (ET)

**NOTICE OF MOTION OF OFFICIAL COMMITTEE OF
TORT CLAIMANTS ENFORCING AUTOMATIC STAY UNDER
11 U.S.C. §§ 362(A)(3) AND 541(A) AGAINST MIDDLE TENNESSEE
COUNCIL ARISING FROM TRANSFERS OF PROPERTY OF THE ESTATE**

PLEASE TAKE NOTICE that on August 7, 2020, the official committee of tort claimants (consisting of survivors of childhood sexual abuse) (the “Tort Claimants’ Committee”), appointed in the above-captioned cases, filed the attached *Motion of Official Committee of Tort Claimants Enforcing Automatic Stay Under 11 U.S.C. §§ 362(a)(3) and 541(a) Against Middle Tennessee Council Arising from Transfers of Property of the Estate* (the “Motion”) with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801 (the “Bankruptcy Court”).

PLEASE TAKE FURTHER NOTICE that any response or objection to the Motion must be filed with the Bankruptcy Court on or before **August 21, 2020 at 4:00 p.m. prevailing Eastern Time.**

PLEASE TAKE FURTHER NOTICE that at the same time, you must also serve a copy of the response or objection upon: (i) the Office of the United States Trustee for the District of Delaware: United States Trustee, J. Caleb Boggs Federal Building, 844 North King

¹ The Debtors in 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.

Street, Suite 2207, Lockbox #35, Wilmington, DE 19801 (Attn: David L. Buchbinder, Esq. (david.l.buchbinder @usdoj.gov) and Hannah Mufson McCollum, Esq. (hannah.mccollum@usdoj.gov)); and (ii) counsel to the Tort Claimants' Committee: Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, DE 19899-8705 (Courier 19801) (Attn: James I Stang, Esq. (jstang@pszjlaw.com) and James E. O'Neill, Esq. (joneill@pszjlaw.com)).

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER APPROVAL OF THE MOTION WILL BE HELD ON SEPTEMBER 9, 2020 AT 10:00 A.M. PREVAILING EASTERN TIME BEFORE THE HONORABLE LAURIE SELBER SILVERSTEIN, UNITED STATES BANKRUPTCY JUDGE, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 6TH FLOOR, COURTROOM NO. 2, WILMINGTON, DELAWARE 19801.

[Signature on next page.]

Dated: August 7, 2020

PACHULSKI STANG ZIEHL & JONES LLP

/s/ James E. O'Neill

James I. Stang (CA Bar No. 94435)
Robert B. Orgel (CA Bar No. 10187)
John A. Morris (NY Bar No. 2405397)
James E. O'Neill (DE Bar No. 4042)
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jlucas@pszjlaw.com

Counsel for the Tort Claimants' Committee

EXHIBIT A

(Proposed Order)

**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

Ref. Docket No. _____

**ORDER GRANTING MOTION OF OFFICIAL COMMITTEE
OF TORT CLAIMANTS ENFORCING AUTOMATIC STAY
UNDER 11 U.S.C. §§ 362(a)(3) AND 541(a) AGAINST MIDDLE TENNESSEE
COUNCIL ARISING FROM TRANSFERS OF PROPERTY OF THE ESTATE**

Upon consideration of the *Motion of the Tort Claimants' Committee for an Order Enforcing the Automatic Stay Under 11 U.S.C. §§ 362(a) and 541(a) Against Middle Tennessee Council Arising from Transfers of Property of the Estate* (the "Motion")² filed by the Official Committee of Unsecured Creditors (the "Tort Claimants' Committee") of Boy Scouts of America and Delaware BSA, LLC (the "Debtors"), and it appearing that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that no other or further notice need be provided; and no

¹ The Debtors in 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 Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

objections to the Motion having been filed; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is granted
2. The Transfers of the Assets described in the Motion violated the automatic stay in BSA's chapter 11 case and are void and without any force and effect.
3. This Court shall retain exclusive jurisdiction to interpret and enforce the provisions of this Order in all respects and further to hear and determine all matters arising from the construction and implementation of this Order.

Dated: _____, 2020

THE HONORABLE LAURIE SELBER SILVERSTEN

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

(Quitclaim Deed)

QUITCLAIM DEED

APPROVED BY PROPERTY ASSESSOR
Garry Homer, Assessor

Address New Owner as Follows:	Send Tax Bills To:	Map/Parcel No.
Clay Bright, Trustee of the Properties Trust u/a/d June 12, 2020 3414 Hillsboro Pike Nashville, Tennessee 37215	(Same)	Map 117, Parcel 6.01, Parcel 6.01, S1 001, and Map 129, Parcel 5.23

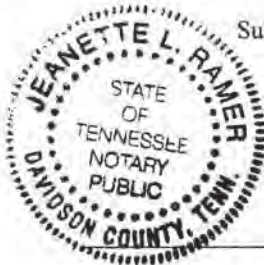
This instrument prepared by: This instrument prepared by: M. Andrew Cornwell, Esq., Waller
Lansden Dortch & Davis, LLP, 511 Union Street, Suite 2700, Nashville, TN 37219
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is \$-0-.

PROPERTY ASSESSOR
117 Parcel 6.01
Garry Homer, Assessor
1-23 5.23

Clay Bright
Affiant

Subscribed and sworn to before me, this the 30th day of June, 2020.



Jeanette L. Ramer
NOTARY PUBLIC

My Commission Expires: 3/7/23

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), and other good and valuable consideration, Middle Tennessee Council, Inc., Boy Scouts of America, formerly known as Middle Tennessee Council, Boy Scouts of America, Inc. and Middle Tennessee Council - Boy Scouts of America, a Tennessee corporation ("Grantor"), by these presents, does hereby quitclaim and convey unto Clay Bright, Trustee of the Properties Trust u/a/d June 12, 2020, a Tennessee Investment Services Trust ("Grantee"), its successors and assigns, all its right, title and interest in and to the following described tracts or parcels of land in Perry County, Tennessee:

Map 117, Parcel 6.01 and Parcel 6.01, Special Interest 001

A certain tract or parcel of land located in the Third Civil District of Perry County, Tennessee, on the waters of the Buffalo River, more particularly described as follows:

Beginning at a point 50 feet right of centerline Sta. 17 + 92, thence with a curve line to the right South of, parallel to and 50 feet from centerline of road, in a Southeastern direction 430 feet to a point 50 feet right of

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centerline Sta. 22 + 52; thence with a line South of, parallel to and 50 feet from centerline South 44 degrees East 671 feet to a point 50 feet of centerline Sta. 29 + 23; thence with a curved line to the left, which is South of, parallel to centerline 50 feet from centerline of road in an Eastern direction 338 feet to a point 50 feet right of centerline Sta. 32 + 00; thence North 69 degrees East 91 feet to a stake; thence North 23 degrees East 140 feet to a point 33 feet right of centerline Sta. 33 + 80; thence with same bearing North 23 degrees East with a line which is East of, parallel to and 33 feet from centerline of road 670 feet to a stake; thence North 65 degrees West 54 feet to a 14 inch hickory; thence North 15 degrees 30 minutes East 200 feet to an 8 inch red oak; thence North 62 degrees West 60 feet to a 10 inch sweet gum; thence North 65 degrees to the center of Buffalo River; thence down center of river 400 feet to Grimes' North boundary line; thence West with Grimes' North boundary line 900 feet to a sourwood in Grimes' North boundary line; thence South 32 degrees West 367 feet to a hickory, a point 50 feet left of centerline Sta. 17 + 92; thence South 17 degrees West 100 feet crossing centerline at Sta. 17 + 92; to the point of beginning, containing 25 acres, more or less by horizontal measurement.

Being the same property conveyed to the Middle Tennessee Council, Boy Scouts of America, Inc. by deed from Glenn S. Grimes and wife, Marie B. Grimes, of record in Deed Book L-13, page 219, Register's Office for Perry County, Tennessee. Middle Tennessee Council, Boy Scouts of America, Inc. is now known as Middle Tennessee Council, Inc., Boy Scouts of America, by Articles of Amendment filed with the Tennessee Secretary of State.

This is unimproved property located on Highway 13 South, Perry County, Tennessee.

Map 129, Parcel 5.23

Being Tract No. Thirty (30) of the Subdivision of the Alf T. Ashton, Jr., property, plat of which is of record in Survey Book C, at page 48, Register's Office of Perry County, Tennessee, and more particularly described as follows:

Beginning at an iron pin in the W margin of a drive, the same being a common corner with Tract No. Twenty-Nine (29); thence N 41° 39' E with said drive 100 ft. to an iron pin; thence N 75° 15' 52.3" W 284.82 ft. to the center line of Buffalo River; thence S 28° 30' W with said river 100 ft.; thence S 77° 24' 04.4" E 213.5 ft. to the beginning, containing 0.48 acre, more or less, according to survey of Larry G. Baker, Registered Land Surveyor, Tennessee Certificate No. 198, December 29, 1986.

Being the same property conveyed Middle Tennessee Council - Boy Scouts of America, by deed from Wayne F. Hairrell, of record in Deed

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Book 21, page 844, said Register's Office. Middle Tennessee Council - Boy Scouts of America is now known as Middle Tennessee Council, Inc., Boy Scouts of America, by Articles of Amendment filed with the Tennessee Secretary of State.

This is unimproved property located on E Slink Shoals Road, Perry County, Tennessee.

[signatures appear on following pages]

4839-4984-9280

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IN WITNESS WHEREOF, Grantor has executed this instrument on the 25
day of June, 2020, effective as of July 1, 2020.

MIDDLE TENNESSEE COUNCIL, INC.,
BOY SCOUTS OF AMERICA,
a Tennessee non-profit corporation

By: [Signature]
Larry Brown, Council Scout Executive

Tennessee
STATE OF ~~NORTH CAROLINA~~)
COUNTY OF Carter)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Larry Brown, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Council Scout Executive of Middle Tennessee Council, Inc., Boy Scouts of America, the within named bargainor, a Tennessee non-profit corporation, and that he as such Council Scout Executive of Middle Tennessee Council, Inc., Boy Scouts of America, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of corporation, by himself as Council Scout Executive.

Witness my hand and seal, at office in Elizabethton, Tennessee, ~~North Carolina~~, this the 25 day of June, 2020.

[Signature]
NOTARY PUBLIC

My Commission Expires: 8/25/21

[signatures continue on following page]



MIDDLE TENNESSEE COUNCIL, INC.,
BOY SCOUTS OF AMERICA,
a Tennessee non-profit corporation

By: John Bright Cage
John Bright Cage, Council President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John Bright Cage, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Council President of Middle Tennessee Council, Inc., Boy Scouts of America, the within named bargainor, a Tennessee non-profit corporation, and that he as such Council President of Middle Tennessee Council, Inc., Boy Scouts of America, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of corporation, by himself as Council President.

Witness my hand and seal, at office in Nashville, Tennessee, this the 30th day of June, 2020.

My Commission Expires: 1/4/2021



MY COMMISSION EXPIRES:
JANUARY 4, 2021

4839-4984-9280

-5-

BK/PG: D32/490-494

20000891

5 PGS:AL-QUITCLAIM DEED	
PATRICIA BATCH: 26926	
07/01/2020 - 11:55 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

STATE OF TENNESSEE, PERRY COUNTY
PATRICIA W. BELL

QUITCLAIM DEED

Address New Owner as Follows:	Send Tax Bills To:	Map/Parcel No.
Clay Bright, Trustee of the Properties Trust u/a/d June 12, 2020 3414 Hillsboro Pike Nashville, Tennessee 37215	(Same)	Map 114, Parcel 1 (White County) and Map 17, Parcel 3, Parcel 3, SI 001 and Map 3, Parcel 1.02 (Van Buren County)

This instrument prepared by: This instrument prepared by: M. Andrew Cornwell, Esq., Waller
Lansden Dortch & Davis, LLP, 511 Union Street, Suite 2700, Nashville, TN 37219

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is \$-0-.

Clay Bright

Affiant



Subscribed and sworn to before me, this the 3rd day of June, 2020.

Jeanette L. Ramer

NOTARY PUBLIC
My Commission Expires: 3/1/23

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), and other good and valuable consideration, Middle Tennessee Council, Inc., Boy Scouts of America, formerly known as Boy Scouts of America, a Tennessee corporation ("Grantor"), by these presents, does hereby quitclaim and convey unto Clay Bright, Trustee of the Properties Trust u/a/d June 12, 2020, a Tennessee Investment Services Trust ("Grantee"), its successors and assigns, all its right, title and interest in and to the following described tracts or parcels of land in White and Van Buren County, Tennessee:

See Exhibit A attached hereto for a complete Legal Description

IN WITNESS WHEREOF, Grantor has executed this instrument on the 25
day of June, 2020, effective as of July 1, 2020.

MIDDLE TENNESSEE COUNCIL, INC.,
BOY SCOUTS OF AMERICA,
a Tennessee non-profit corporation

By: [Signature]
Larry Brown, Council Scout Executive

Tennessee
STATE OF ~~NORTH CAROLINA~~
COUNTY OF Carter

Before me, the undersigned, a Notary Public in and for the County and State
aforesaid, personally appeared Larry Brown, with whom I am personally acquainted (or proved to
me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the
Council Scout Executive of Middle Tennessee Council, Inc., Boy Scouts of America, the within
named bargainer, a Tennessee non-profit corporation, and that he as such Council Scout Executive
of Middle Tennessee Council, Inc., Boy Scouts of America, being authorized so to do, executed the
foregoing instrument for the purposes therein contained, by signing the name of corporation, by
himself as Council Scout Executive.

Witness my hand and seal, at office in Elizabethton Tennessee ~~North Carolina~~, this the
25 day of June, 2020.

[Signature]
NOTARY PUBLIC

My Commission Expires: 8/25/21

[signatures continue on following page]



MIDDLE TENNESSEE COUNCIL, INC.,
BOY SCOUTS OF AMERICA,
a Tennessee non-profit corporation

By: 
John Bright Cage, Council President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John Bright Cage, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Council President of Middle Tennessee Council, Inc., Boy Scouts of America, the within named bargainor, a Tennessee non-profit corporation, and that he as such Council President of Middle Tennessee Council, Inc., Boy Scouts of America, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of corporation, by himself as Council President.

Witness my hand and seal, at office in Nashville, Tennessee, this the 30th day of June, 2020.


NOTARY PUBLIC

My Commission Expires: 1/4/2021



MY COMMISSION EXPIRES:
JANUARY 4, 2021

Exhibit A

Legal Description

Parcel I:

North Tract:

Beginning on a ½ inch rebar (set) approximately 20 feet East of the center of Lewis Road, said rebar is the Southeast corner of this described tract and also a corner for Paul Putnam and is farther located approximately 985 feet South of the Porter Lane intersection, thence leaving Putnam and going with the Eastern side of Lewis Road (approximately 20 feet from center) N10-10-27W 256.14 feet, N05-52-28W 112.51 feet, N00-24-51W 95.63 feet, N04-38-40E 99.53 feet, N06-55-47E 56.65 feet, N01-04-22E 171.85 feet, N08-16-09W 42.42 feet, N24-13-13W 63.30 feet to the intersection of Porter Lane, thence leaving Lewis Road and going with the Southern side of Porter Lane (approximately 15 feet from center) N25-56-02E 41.58 feet, N36-58-28E 34.63 feet, N55-51-15E 63.12 feet, N54-48-21E 82.70 feet, N31-19-02E 66.85 feet, N16-37-28E 13.49 feet, N30-30-54E 63.98 feet, N62-05-18E 54.14 feet, N74-24-57E 312.25 feet, S86-56-32E 186.63 feet, N75-56-48E 113.65 feet, N57-58-13E 67.51 feet, N38-32-40E 58.00 feet, N11-50-19E 82.02 feet, N03-47-11E 72.89 feet, N27-25-53E 52.72 feet, N47-17-02E 108.54 feet, N60-36-00E 69.51 feet, S89-24-40E 55.45 feet and S75-22-34E 97.74 feet to the Eastern end of Porter Lane, thence N14-37-26E 30.00 feet to the Northern side of said lane, N75-22-34W continuing with the Northern side Porter Lane 101.44 feet, N89-24-40W 67.17 feet, S60-36-00W 81.05 feet, S47-17-02W 117.29 feet, S27-25-53W 64.25 feet, S03-47-11W 77.06 feet, S11-50-19W 72.78 feet, S38-32-40W 45.75 feet, S57-58-13W 57.63 feet, S75-56-48W 104.29 feet, N86-56-32W 187.04 feet, S74-24-57W 320.41 feet, S62-05-18W 65.86 feet, S30-30-54W 76.12 feet, S16-37-28W 113.28 feet, S31-19-02W 56.74 feet, S54-48-21W 76.19 feet, S55-51-15W 67.84 feet, S36-58-28W 42.52 feet, S25-56-02W 33.42 feet to the intersection of Lewis Road, thence leaving Porter Lane and going with the Eastern and/or Northern side of Lewis Road N49-24-43W 60.67 feet, N57-16-26W 89.71 feet, N68-35-06W 114.23 feet, N73-47-50W 178.62 feet, N67-38-20W 142.45 feet, N56-28-09W 52.37 feet, N44-38-30W 48.62 feet, N35-58-37W 127.97 feet, N40-25-03W 152.79 feet, N49-21-36W 90.33 feet and N73-01-16W 76.42 feet to the intersection of Evans Road, thence leaving Lewis Road and going with the Eastern side of Plantation Road (approximately 15 feet from center) N58-53-19W 124.69 feet, N47-35-58W 73.13 feet, N42-18-37W 141.74 feet, N24-40-58W 157.85 feet, N17-54-34W 119.63 feet, N01-59-57W 140.50 feet, N11-15-58E 115.81 feet, N25-08-13E 140.18 feet, N31-58-29E 165.99 feet, N08-22-44E 71.36 feet, N08-50-35W 213.74 feet, N12-15-01W 200.57 feet, N09-21-50E 106.17 feet, N21-59-04E 177.70 feet, N24-27-10E 136.36 feet, N38-27-58E 147.95 feet, N46-14-35E 139.66 feet and N46-22-37E 131.06 feet to the Northern end of Plantation Road, thence N43-37-23W 30.00 feet to a point in the Western right-of-way of Plantation Road, thence continuing with Plantation Road along it's Western side S46-22-37W 131.09 feet, S46-14-35W 141.74 feet, S38-27-58W 153.68 feet, S24-27-10W 140.70 feet, S21-59-04W 181.66 feet, S09-21-50W 115.21 feet, S12-15-01E 205.41 feet, S08-50-35E 208.31 feet, S08-22-44W 60.55 feet, S31-58-29W 161.52 feet, S25-08-13W 145.62 feet, S11-15-58W 122.94 feet, S01-59-27E 148.18 feet, S17-54-34E 125.60 feet, S24-40-58E 164.28 feet, S02-35-01W 106.69 feet, S33-52-32W 82.98 feet, S48-24-06W 176.48 feet to a point in the Northern right-of-way of Lewis Road, thence leaving Plantation Road and again going with Lewis Road along it's Northern right-of-way S62-20-13W 210.98 feet, S66-46-37W 156.81 feet, S69-31-17W 162.85 feet, S66-43-32W 216.44 feet, S62-22-01W 105.38 feet, S65-45-01W 262.67 feet, S78-00-24W 141.42 feet, S82-20-56W 86.34 feet,

4832-0211-2449

S77-14-44W 81.41 feet, S61-27-13W 102.78 feet, S42-45-13W 76.84 feet, S28-07-53W 68.50 feet, S19-48-19W 79.61 feet, S21-19-05W 168.59 feet, S33-01-48W 213.18 feet, S34-49-07W 242.97 feet, S41-24-18W 134.26 feet, S44-55-16W 310.54 feet and S51-13-47W 91.54 feet to a point at the intersection of the Southern loop of Wilson Road, thence continuing with the Northern side of Lewis Road S78-21-50W 61.39 feet, S82-55-23W 113.30 feet, N89-54-49W 129.54 feet, N83-42-14W 163.97 feet, N77-59-19W 285.10 feet, N82-16-51W 113.92 feet, S86-57-13W 128.21 feet, S69-39-31W 120.96 feet, S53-13-13W 203.79 feet, S37-29-58W 130.41 feet, S15-14-38W 149.10 feet, S22-26-24E 147.18 feet, S30-16-38E 186.51 feet, S15-35-51E 43.49 feet, S02-32-00E 174.10 feet, S07-04-16E 190.29 feet, S00-01-42E 108.20 feet, S30-24-29W 58.89 feet, S73-48-29W 53.81 feet, S89-55-18W 442.04 feet, N89-27-50W 303.84 feet, N86-18-39W 223.09 feet, N73-59-54W 101.29 feet, N87-27-51W 78.10 feet, S67-13-07W 137.12 feet, S75-09-59W 165.56 feet, S55-01-32W 240.04 feet, S56-35-46W 191.14 feet, S48-12-45W 530.61 feet, S54-49-02W 132.28 feet and S58-26-54W 58.77 feet to a 1/2 inch rebar (set) which marks the Southwest corner of this described tract and in the Eastern boundary of the Hiwassee Land Company, thence leaving the Lewis Road and going along a marked and painted line with the Hiwassee Land Company N05-24-52E 518.66 feet to a rebar (found), N05-33-00E 2773.12 feet to a steel post (found), S84-07-13E 327.41 feet to a steel post (found), S84-19-04E 1657.96 feet to a steel post (found), N05-47-03E 1320.34 feet to a steel post (found), N05-44-45E 2631.66 feet to a steel post (found), N05-41-16E 2641.21 feet to a steel post (found), N05-35-05E 973.05 feet to a large rock in Cabin Branch, N06-03-04E 344.66 feet to a steel post (found), N05-59-08E crossing the county line 2594.63 feet to a steel post (found) and N04-59-54E 615.95 feet to a 20 inch white oak which marks the Northwest corner of this described tract, thence continuing with Hiwassee S84-13-20E 484.61 feet to a angle Iron (found), S83-45-50E 847.86 feet to a steel post (found) by a set stone, S86-13-50E 1562.66 feet to a steel post (found) and S85-39-00E 1320.00 feet to a steel post (found) which marks the Northeast corner of this described tract, thence S05-58-18W again crossing said county line 2822.93 feet to an angle iron (found), S06-15-56W 3997.92 feet to a steel post (found) and S82-40-50E 100.00 feet to a 1/2 inch rebar (Set), thence leaving the Hiwassee Land Company and going with Paul Putnam S41-20-09E 2883.23 feet to a "A" rock at the bluffline, S10-49-39E 1152.75 feet to a 1/2 inch rebar (found), S59-51-52W 448.38 feet to a 1/2 inch pipe (found), S41-12-31W 1457.53 feet to a 1/2 inch pipe (found) and S60-45-43W 519.13 feet to the beginning containing 1335.23 acres as surveyed by the David H. Bradley Land Surveying Company R. L. S. # 1137 on 28 February, 2007.

NOTE: There is included in the above described 1335.23 acre tract but excluded in the quoted acreage a 25 acre more or less parcel belonging to David Dodson (Deed Book 8 page # 228).

NOTE: The Hiwassee Land Company has parole easement which follows existing roads across this described tract and gives them access to their property on the North.

NOTE: There is an ingress/egress easement located on the above described tract which gives the David Dodson property (DB 8 pg 228) access to Plantation Road (formerly Evans Road). This easement follows an existing gravel road.

South Tract - Deed Book 27W/577. 27Y/504, 10/707:

Beginning on a 1/2 inch pipe (found) approximately 20 feet West of the center of Joanie VanWinkle Road, said pipe is the Southeast corner of Billy VanWinkle and is farther located approximately 1/2 mile North of Highway # 285, thence leaving Billy VanWinkle and going with the Western side of the Joanie VanWinkle Road S19-43-17W 168.42 feet, S18-36-16W 118.85

feet, S19-06-01W 113.95 feet, S16-44-47W 145.94 feet, S15-42-24W 181.26 feet, S28-42-42W 141.90 feet, S31-33-24W 208.61 feet, S31-23-58W 420.61 feet, S30-29-07W 122.22 feet, S31-24-57W 184.15 feet and S24-48-50W 38.44 feet to a 1/2 inch pipe (set), thence leaving the Joanie VanWinkle Road and going N82-08-52W 19.02 feet to a 1/2 inch rebar (set) at a fence corner which marks the Southeast corner of Robert Evans, thence going with Evans N04-58-33E 1410.67 feet to a steel post (found), N85-30-51W 779.09 feet to a painted pile of rock, N84-08-13W 504.89 feet to a steel post, thence leaving Evans and going with the State of Tennessee property N84-03-38W 1975.83 feet to a steel post (found), S04-22-48W 1069.21 feet to a steel post (found), N84-18-26W 1061.93 feet to a steel post (found), N05-05-57E 444.27 feet to a rebar (found), N05-09-57E 622.97 feet to a steel post (found), N84-58-40W 305.63 feet to a steel post (found) and N05-24-52E 807.34 feet to a rebar (set) approximately 20 feet South of the center of Lewis Road, thence leaving said State of Tennessee property and going with the Southern side of Lewis Road (approximately 20 feet from center) N58-26-54E 90.14 feet, N54-49-02E 135.85 feet, N48-12-45E 529.99 feet, N56-35-46E 188.75 feet, N55-01-32E 233.48 feet, N75-09-59E 161.24 feet, N67-13-07E 130.92 feet, S87-27-51E 64.39 feet, S73-59-54E 100.88 feet, S86-18-39E 228.51 feet, S89-27-50E 305.15 feet, N89-55-18E 447.91 feet, N73-48-29E 75.39 feet, N30-24-29E 85.69 feet, N00-01-42W 121.54 feet, N07-04-16W 191.17 feet, N02-32-00W 177.09 feet, N15-35-51W 53.22 feet, N30-16-38W 188.92 feet, N22-26-24W 130.79 feet, N15-14-38E 127.58 feet, N37-29-58E 117.02 feet, N53-13-13E 192.49 feet, N69-39-31E 109.10 feet, N86-57-13E 118.36 feet, S82-16-51E 108.65 feet, S77-59-19E 285.60 feet, S83-42-14E 168.13 feet, S89-54-49E 134.21 feet, N82-55-23E 117.39 feet and N78-21-50E 59.14 feet to the intersection of Wilson Road, thence leaving Lewis Road and going with the Western side of Wilson Road (approximately 20 feet from center) S54-43-44E 111.74 feet, S83-31-17E 151.62 feet, S31-59-21E 267.06 feet, S33-23-23E 209.80 feet, S37-28-10E 178.44 feet, S19-42-20E 73.32 feet, S12-34-41E 83.65 feet and S45-17-12E 40.84 feet to a 1/2 inch rebar (set), thence leaving Wilson Road and going with Buford Wilson S06-01-12W 998.70 feet to a set stone (found), thence leaving Wilson and going with Billy VanWinkle S05-34-23W 158.46 feet to a rebar (set), S06-21-36W 464.11 feet to a 2 inch pipe (found), S06-40-51 364.26 feet to a set stone and S83-59-17E 1174.81 feet to the beginning containing 252.00 acres as surveyed by the David H. Bradley - Land Surveying Company R. L. S. # 1137 on 28 February, 2007.

Island Tract:

Beginning on a 1/2 inch rebar (set) at the Intersection of Lewis Road and Plantation Road, said rebar is the Southeast corner of this described tract, thence leaving Plantation Road and going with the Northern side of Lewis Road (approximately 20 feet from center) S89-59-59W 114.10 feet, S83-28-11W 89.38 feet, S72-38-03W 69.51 feet and S66-24-35W 52.70 feet to a 1/2 inch rebar marking the Southwest corner of this described tract, thence leaving Lewis Road and going with the Eastern side of Plantation Road (approximately 15 feet from center) N48-24-06E 88.02 feet, N33-52-32E 95.59 feet and N01-13-41E 86.53 feet to a rebar (set) at the forks of Plantation Road, thence going with the Western side of Plantation Road S42-18-37E 107.89 feet, S47-35-58E 77.48 feet and S58-53-19E 77.94 feet to the beginning containing 0.45 acres as surveyed by the David H. Bradley Land Surveying Company R. L. S. # 1137 on 28 February, 2007.

Parcel I being the same property conveyed to the Middle Tennessee Council, Inc., Boy Scouts of America. by deed from Gary Daniel Curtin and wife, Donna Lee Curtin, of record in Record Book 227, page 743, Register's Office for White County, Tennessee, as corrected by Scrivener's Affidavit of record in Record Book 244, page 417, said Register's Office; and Record Book 37,

page 854, Register's Office for Van Buren County, Tennessee, as corrected by Scrivener's Affidavit, of record in Record Book 42, page 614, said Register's Office.

SOURCE OF DESCRIPTION: This description was prepared by David H. Bradley Land Surveying Company, R.L.S. #1137, from survey dated February 28, 2007.

INCLUDED IN THE ABOVE DESCRIBED PARCEL, BUT EXPRESSLY EXCLUDED FROM THIS CONVEYANCE is the following described tract of land conveyed to David Dodson and wife, Alice Dodson, by deed of record in Record Book 42, page 615, Register's Office for Van Buren County, Tennessee:

A tract of land in the Third Civil District of Van Buren County, Tennessee, bounded on the north by the south margin of Lewis Road, on the east by the remaining lands of the Middle Tennessee Council, Boy Scouts of America in part, and the State of Tennessee property, on the south and west by the State of Tennessee property, and being more particularly described as follows:

Beginning an existing 1/2" rebar with cap (RLS 1137) in the south margin of Lewis road, the northwest corner of the herein described tract and a point in the east line of the state of Tennessee property; thence with the south margin of Lewis road the following calls:

N 58 degrees 26 minutes 54 seconds E, 90.14 feet to a set 1/2" rebar with cap (SEC, INC);
 N 54 degrees 49 minutes 02 seconds E, 135.85 feet to a set 1/2" rebar with cap (SEC, INC);
 N 48 degrees 12 minutes 45 seconds E, 529.99 feet to a set 1/2" rebar with cap (SEC, INC);
 N 56 degrees 35 minutes 46 seconds E, 188.75 feet to a set 1/2" rebar with cap (SEC, INC);
 N 55 degrees 01 minutes 32 seconds E, 233.48 feet to a set 1/2" rebar with cap (SEC, INC);
 N 75 degrees 09 minutes 59 seconds E, 161.24 feet to a set 1/2" rebar with cap (SEC, INC);
 N 67 degrees 13 minutes 07 seconds E, 130.92 feet to a set 1/2" rebar with cap (SEC, INC);
 S 87 degrees 27 minutes 51 seconds E, 64.39 feet to a set 1/2" rebar with cap (SEC, INC);
 S 73 degrees 59 minutes 54 seconds E, 100.88 feet to a set 1/2" rebar with cap (SEC, INC.);
 S 86 degrees 18 minutes 39 seconds E, 32.18 feet to a set 1/2" rebar with cap (SEC, INC.)

Thence, with a new line severing the lands of the Middle Tennessee Council, Boy Scouts Of America, S 04 degrees 22 minutes 48 seconds W, 1713.30 feet to an existing steel T-Post at an angle point in the northerly line of the State of Tennessee property, thence with the northerly and easterly lines of the State of Tennessee property the following calls:

S 04 degrees 22 minutes 48 seconds W, 1069.21 feet to an existing steel T-Post;
 N 84 degrees 18 minutes 26 seconds W, 1061.93 feet to an existing steel T-Post;
 N 05 degrees 05 minutes 57 seconds E, 444.27 feet to an existing 1/2" rebar with cap (RLS 105);
 N 05 degrees 09 minutes 57 seconds E, 622.97 feet to an existing steel T-Post;
 N 84 degrees 58 minutes 40 seconds W, 305.63 feet to an existing steel T -Post;
 N 05 degrees 24 minutes 52 seconds E, 807.34 feet to the Point of Beginning and containing 68.323 acres, more or less, according to a survey by SEC, INC. dated 1-29-08.

Parcel II:

Land in the 3rd Civil District of Van Buren County, State of Tennessee, as follows:

BEGINNING on a black oak with hickory and oak pointers; thence North 89-1/2 poles to a white oak corner, oak and gum pointers; thence West 44-3/4 poles to a stake; thence South 89-1/2 poles to a stake; thence East 44-3/4 poles to the BEGINNING, containing 25 acres, more or less.

Parcel II being the same property conveyed to the Middle Tennessee Council, Inc., Boy Scouts of America, by deed from David Dodson, Alice Dodson, Roger L. Dodson and Robert A. Dodson, of record in Record Book 42, page 619, Register's Office for Van Buren County, Tennessee.

Parcel III:

Being located in the Third Civil District of Van Buren County on Tax Map 17 and parcel 003.00, being the Road described as Porter Lane.

Parcel III being the same property conveyed to Boy Scouts of America, by deed from Van Buren County, Tennessee, of record in Record Book 40, page 519, Register's Office for Van Buren County, Tennessee. Boy Scouts of America is now known as Middle Tennessee Council, Inc., Boy Scouts of America, by Articles of Amendment filed with the Tennessee Secretary of State.

BK/PG: RB105/665-672	
20000647	
8 PGS:AL-QUITCLAIM DEED	
APRIL BATCH: 21031	
07/01/2020 - 12:09:09 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	40.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	42.00
STATE OF TENNESSEE, VAN BUREN COUNTY	
APRIL SHOCKLEY	
REGISTER OF DEEDS	

QUITCLAIM DEED

Address New Owner as Follows:	Send Tax Bills To:	Map/Parcel No.
Clay Bright, Trustee of the Properties Trust u/a/d June 12, 2020 3414 Hillsboro Pike Nashville, Tennessee 37215	(Same)	Map 13, Parcels 56, Parcel 56, SI 001-005, Parcel 57 and, Map 13K, Group A, Parcel 12

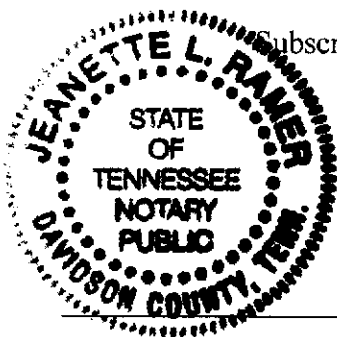
This instrument prepared by: This instrument prepared by: M. Andrew Cornwell, Esq., Waller
Lansden Dortch & Davis, LLP, 511 Union Street, Suite 2700, Nashville, TN 37219

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is \$-0-.

Clay Bright
Affiant

Subscribed and sworn to before me, this the 30th day of June, 2020.



Jeanette L. Ramey
NOTARY PUBLIC

My Commission Expires: 3/7/23

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), and other good and valuable consideration, Middle Tennessee Council, Inc., Boy Scouts of America, formerly known as Middle Tennessee Council Boy Scouts of America, Middle Tennessee Council Incorporated, Boy Scouts of America, and the Middle Tennessee Council, Boy Scouts of America, Inc., a Tennessee corporation ("Grantor"), by these presents, does hereby quitclaim and convey unto Clay Bright, Trustee of the Properties Trust u/a/d June 12, 2020, a Tennessee Investment Services Trust ("Grantee"), its successors and assigns, all its right, title and interest in and to the following described tracts or parcels of land in Wilson County, Tennessee:

See Exhibit A attached hereto for a complete Legal Description

IN WITNESS WHEREOF, Grantor has executed this instrument on the 25
day of June, 2020, effective as of July 1, 2020.

MIDDLE TENNESSEE COUNCIL, INC.,
BOY SCOUTS OF AMERICA,
a Tennessee non-profit corporation

By: [Signature]
Larry Brown, Council Scout Executive

Tennessee
STATE OF ~~NORTH CAROLINA~~)
COUNTY OF Carter)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Larry Brown, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Council Scout Executive of Middle Tennessee Council, Inc., Boy Scouts of America, the within named bargainor, a Tennessee non-profit corporation, and that he as such Council Scout Executive of Middle Tennessee Council, Inc., Boy Scouts of America, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of corporation, by himself as Council Scout Executive.

Witness my hand and seal, at office in Elizabeth, Tennessee, ~~North Carolina~~, this the 25 day of June, 2020.

[Signature]
NOTARY PUBLIC

My Commission Expires: 8/25/21

[signatures continue on following page]



BK/PG: 1974/485-493
20711551

9 PGS:AL-QUITCLAIM DEED	
MISTY BATCH: 453218	
07/01/2020 - 10:00 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	45.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	47.00

STATE OF TENNESSEE, WILSON COUNTY
JACKIE MURPHY
REGISTER OF DEEDS

MIDDLE TENNESSEE COUNCIL, INC.,
BOY SCOUTS OF AMERICA,
a Tennessee non-profit corporation

By: 
John Bright Cage, Council President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John Bright Cage, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Council President of Middle Tennessee Council, Inc., Boy Scouts of America, the within named bargainor, a Tennessee non-profit corporation, and that he as such Council President of Middle Tennessee Council, Inc., Boy Scouts of America, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of corporation, by himself as Council President.

Witness my hand and seal, at office in Nashville, Tennessee, this the 30th day of June, 2020.

My Commission Expires: 1/4/2021


NOTARY PUBLIC



MY COMMISSION EXPIRES:
JANUARY 4, 2021

Exhibit A

Legal Description

Tract I:

A tract of land in the 4th Civil District of Wilson County, Tennessee, described according to a survey of J. R. Wauford & Company, Engineers, made August 1, 1955, as follows:

BEGINNING at a post in the center of an old road, at the Southwest corner of the D. E. and Janie Greer Bloodworth tract; thence with the center of the road, and along the line of the Old Hickory Lock & Dam property, North 88 degrees West 110 feet to an iron pin; thence along the West line of the Dam property, South 26 degrees 00' East 706 feet to an iron pin in a fence line in the Will Walker's north line; thence along a fence and with Walker's line, North 78 degrees 0' West 930 feet to a post, and continuing with a fence North 3 degrees 30' East 301.5 feet to a post, continuing with a fence North 88 Degrees 0' West 1084 feet to a post, and the North terminus of an old road, being the corner of the Armstrong and Gaston tract; thence with their line and along a fence North 3 degrees 0' East 1693 feet to a post; thence along their line North 86 degrees 0' West 1315 feet to a 14-inch walnut, Bailey's Southeast corner; thence with Bailey's East line North 3 degrees 45' East 485 feet to a post, and along Bailey's South line, and with a fence South 76 degrees 0' East 655.5 feet to a 30-inch cedar; thence North 86 degrees 0' East 677 feet, Bailey's Southeast corner; thence with his east line, North 2 degrees 30' East 610 feet to a point in the center of an old road, being the Southwest corner of H. L. and F. W. Bloodworth; thence with the center of the road, and along Bloodworth's south line, South 87 degrees 0' East 1212 feet to an iron pin, in a fence line, the Northwest corner of the Bloodworth tract above mentioned; thence along Bloodworth's line and with the center of an old road South 5 degrees 15' West 1268 feet, South 53 degrees, 0' East 657.5 feet, and South 1 Degree 0' East 946 feet to the beginning, containing 110.08 acres more or less.

Tract I being the same property conveyed to Middle Tennessee Council Boy Scouts of America, by deed from Zac Burford, a widower, Charlene Burford Winters and Christine Burford Marshall, of record in Deed Book 144, page 1, Register's Office Wilson County, Tennessee. Middle Tennessee Council Boy Scouts of America is now known as Middle Tennessee Council, Inc., Boy Scouts of America, by Articles of Amendment filed with the Tennessee Secretary of State.

Tract II:

Parcel No. 1

Beginning at a concrete monument set at the northwest corner of the Spencer Creek Campsites, said corner being in the boundary line of the United States; thence, through the lands of the United States as follows:

North 32 deg. 58' West, 106.4 feet to an iron pin; thence,
South 71 deg. 36' West, 438.0 feet to an iron pin; thence,
South 67 deg. 45' West, 566.0 feet to an iron pin; thence,
South 22 deg. 41' West, 448.4 feet to an iron pin; thence,
North 48 deg. 18' West, 295.8 feet to an iron pin; thence,
South 53 deg. 45' West, 243.2 feet to an iron pin; thence,
North 20 deg. 11' West, 625.2 feet to an iron pin; thence,

North 11 deg. 09' East, 245.6 feet to an iron pin; thence,
 North 56 deg. 37' East, 439.4 feet to an iron pin; thence,
 North 07 deg. 15' East, 187.5 feet to an iron pin; thence,
 North 64 deg. 26' West, 344.7 feet to an iron pin; thence,
 South 89 deg. 31' West, 537.3 feet to an iron pin; thence,
 North 17 deg. 04' West, 280.2 feet to an iron, pin; thence,
 North 38 deg. 44' West, 744.6 feet to an iron pin; thence,
 North 13 deg. 14' East, 243.7 feet to an iron pin; thence,
 North 36 deg. 07' East, 177.1 feet to an iron pin; thence,
 North 55 deg. 02' East, 407.8 feet to an iron pin; thence,
 North 79 deg. 33' East, 188.2 feet to an iron pin; thence,
 South 66 deg. 00' East, 126.1 feet to an iron pin; .thence,
 South 46 deg. 02' East 268.8 feet to an iron pin; thence,
 North 27 deg. 14' East, 566.9 feet do an iron pin; thence,
 South 76 deg. 22' East, 502.4 feet to an iron pin; thence,
 North 71 deg. 38' East, 332.3 feet to an iron pin; thence,
 North 38 deg. 12' West, 479.3 feet to an iron pin; thence,
 North 36 deg. 49' East, 181.7 feet to an iron pin; thence,
 North 39 deg. 28' West, 411.4 feet to an iron pin ;thence,
 North 00 deg. 32' West, 254.8 feet to an iron pin; thence,
 North 27 deg. 25' East, 214.2 feet to an iron pin; thence,
 North 38 deg. 37' East, 256.1 feet to an iron pin; thence,
 North 78 deg. 00' East, 175.2 feet to an iron pin; thence,
 South 72 deg. 20' East, 488.4 feet to an iron pin; thence,
 South 64 deg. 47' East, 306.5 feet to an iron ,in; thence,
 North 35 deg. 05' East, 378.4 feet to an iron pin; thence,
 North 66 deg. 35' West, 506.6 feet to an iron pin; thence,
 North 47 deg. 10' West, 1075.8 feet to an iron pin; thence,
 North 39 deg. 39' East, 185.5 feet to an iron pin; thence,
 North 76 deg. 09' East, 588.6 feet to an iron pin; thence,
 South 89 deg. 15' East, 386.6 feet to an iron pin; thence,
 North 49 deg. 34' West, 369.8 feet to an iron pin; thence
 North 65 deg. 06' West, 197.8 feet to an iron pin; thence,
 North 26 deg. 58' West, 319.7 feet to an iron pin; thence,
 North 11 deg. 47' East, 238.8 feet to an iron pin; thence,
 North 36 deg. 37' East, 317.4 feet to an iron pin; thence,
 North 60 deg. 10' East, 201.2 feet to an iron pin; thence,
 South 61 deg. 13' East, 238.4 feet to an iron pin; thence,
 North 51 deg. 10' East, 151.6 feet to an iron pin; thence,
 North 22 deg. 28' East, 261.6 feet to an iron pin; thence,
 North 65 deg. 50' East, 200.1 feet to an iron pin; thence,
 North 87 deg. 03' East, 247.3 feet to an iron pin; thence,
 North 64 deg. 28' East, 187.1 feet to an iron pin; thence,
 North 81 deg. 54' East, 102.2 feet to an iron pin; thence,
 South 48 deg. 43' East, 279.9 feet to an iron pin; thence,
 South 39 deg. 45' East, 559.9 feet to an iron pin; thence,
 North 35 deg. 43' East, 151.0 feet to iron pin; thence,

North 65 deg. 01' East, 229.7 feet to an iron pin; thence,
 South 14 deg. 07' West, 292.6 feet to an iron pin; thence,
 South 51 deg. 39' West, 179.9 feet to an iron pin; thence,
 South 10 deg. 54' East, 141.9 feet to an iron pin; thence,
 South 52 deg. 54' East, 222.3 feet to an iron pin; thence,
 South 03 deg. 58' East, 197.0 feet to an iron pin in the division line between lands now or formerly owned by H.L. and F. W. Bloodworth and the lands of the United States; thence, along said division line as follows:

South 58 deg. 09' West, 1407.3 feet to an iron pin; thence,
 South 25 deg. 12' East, 154.2 feet to an iron pin; thence,
 South 15 deg. 19' East, 373.5 feet to an iron pin; thence,
 South 12 deg. 32' East, 274.5 feet to an iron pin witnessed by a 12 inch persimmon; thence
 South 20 deg. 16' East, 329.7 feet to an iron pin witnessed by a 12-inch hackberry; thence,
 South 84 deg. 41' East, 145.9 feet to a post at a corner of land formerly owned by Zac Burford, now the Boy Scouts of America; thence, along the division line between the Boy Scouts of America and the United States as follows:

South 02 deg. 40' West, 620.1 feet to an iron pin; thence,
 South 86 deg. 12' West, 674.3 feet to a 30-inch cedar; thence,
 North 77 deg. 31' West, 652.2 feet to a post; thence,
 South 00 deg. 29' West, 483.9 feet to a 14-inch walnut; thence,
 South 86 deg. 31' East, 1311.2 feet to a post; thence,
 South 03 deg. 00' West, 1688.4 feet to a post; thence,
 South 60 deg. 27' West, 10.9 feet to a post at the northwest corner of H.B. Manners (formerly Will Walker et al); thence with Manners' line, South 03 deg. 12' West, 1066.1 feet to an iron-pin in the northerly line of lands of Murfree (formerly Hughlette Katherine Purnell); thence along the division line between said Murfree and said Spencer Creek Campsites, North 87 deg. 30' West 954.8 feet to the point of beginning, containing three hundred fifty-four and sixty-eight hundredths (354.68) acres, more or less.

Parcel No. 2

Beginning at a corner common to lands now or formerly owned by C.E. and Louise Tubbs Northern and the lands of the United States, said corner being in a line of lands now or formerly owned by Hughlette Katherine Purnell; thence, with the division line between said Purnell and the United States; North 03 deg. 00' East, 1240 feet to a corner of lands now or formerly owned by Will Walker et al; thence, with the division line between said Walker and the United States as follows: North 03 deg. 00' East, 500 feet, South 79 deg. 30' East, 1085 feet, North 190 feet, and North 78 deg. 00' West, 170 feet to a corner of lands now or formerly owned by Zac Burford et al; thence, with the division line between said Burford and the United States as follows: North 26 deg. 00' West, 670 feet, and South 88 deg. 00' East 110 feet to a corner of lands now or formerly owned by D.E. and Janie Greer Bloodworth, said corner being in the center of a road; thence, with the division line between said Bloodworth and the United States along the center of said road South 88 deg. 00' East, 640 feet to a corner of lands now or formerly owned by F.W. Bloodworth and wife; thence, with the division line between said F.W. Bloodworth and wife and the United States and continuing along the center of said road South 88 deg. 00' East at 585 feet, passing a corner of said Bloodworth, continuing in all 640 feet to a corner of lands now or

formerly owned by Henry and Susie Tyree; thence leaving said road along the division line between said Tyree and the subject owner as follows:

South 05 deg. 00' West, 280 feet,
North 64 deg. 00' East, 125 feet,
South 04 deg. 00' East, 160 feet,
South 57 deg. 00' West 210 feet,
South 18 deg. 00' West, 410 feet,
North 89 deg. 00' East, 340 feet, and
South 42 deg. 30' East, 335 feet to a corner of lands now or formerly owned by Lula Mae Davis;
thence, with the division line between said Davis and the United States as follows:

North 70 deg. 00' East, 315 feet, and
South 01 deg. 00' East, 155 feet to a corner of lands now or formerly owned by Talmadge and Novella Collier; thence, with the division line between said Collier and the United States as follows:

South 01 deg. 00' East, 50 feet,
South 73 deg. 00' West, 350 feet,
North 85 deg. 00' West, 215 feet,
South 12 deg. 00' West 310 feet,
South 88 deg. 00' East, 250 feet,
North 50 deg. 00' East, 260 feet,
South 41 deg. 30' East, 235 feet,
South 88 deg. 00' East, 90 feet, and
South 05 deg. 00' East, 90 feet to a corner of lands now or formerly owned by Dwight Manners;
thence, with the division line between said Manners and the United States, South 45 deg. 00' West, 350 feet to a corner of lands now or formerly owned by D.E. and Janie Greer Bloodworth;
thence, with the division line between said Bloodworth and the United States as follows:

South 10 deg. 30' West, 150 feet,
North 72 deg. 00' East, 250 feet,
South 50 deg. 00' East, 250 feet, and
South 15 deg. 30' West, 285 feet to a point in a line of lands now or formerly owned by O. A. Purnell; thence, with the division line between said Purnell and the United States as follows:

North 84 deg. 00' West 100 feet,
South 1,280 feet,
North 86 deg. 00' East, 345 feet, and
South 05 deg. 00' East, 215 feet to a corner of lands now or formerly owned by H.B. Manners, in the center of a road; thence, leaving said road with the division line between said Manners and the United States as follows:

South 86 deg. 25' West, 450.4 feet,
South 36 deg. 06' West, 318 feet,
North 73 deg. 21' West, 151.4 feet,
South 35 deg. 57' West, 249.7 feet,

North 09 deg. 07' West, 504 feet, and
 North 84 deg. 48' West, 80 feet to a corner of said Northern in the center of a road thence,
 leaving said road with the division line between said Northern and the United States as follows:

North 05 deg. 00' East, 350 feet,
 South 51 deg. 00' West, 290 feet,
 North 38 deg. 30' West, 265 feet,
 North 03 deg. 00' East, 215 feet,
 South 35 deg. 30' East, 240 feet,
 North 45 deg. 30' East, 225 feet,
 North 08 deg. 30' West, 540 feet,
 South 25 deg. 00' West, 460 feet,
 North 30 deg. 00' West, 630 feet,
 North 72 deg. 00' West 645 feet,
 North 08 deg. 00' East, 81.6 feet, and
 West 933 feet, to the point of beginning, containing 158.2 acres more or less.

Tract II being the same property conveyed to Middle Tennessee Council Incorporated, Boy Scouts of America, by deed from the United States of America, acting by and through Wilbur M. Brucker, Secretary of the Army, of record in Deed Book 149, page 220, said Register's Office. Middle Tennessee Council Incorporated, Boy Scouts of America is now known as Middle Tennessee Council, Inc., Boy Scouts of America, by Articles of Amendment filed with the Tennessee Secretary of State.

Tract III:

Parcel One:

A tract of land in the 4th Civil District of Wilson County, Tennessee, bounded on the North by Eugene Tipton; East by LaGuardo-Gallatin Road; South by Bailey; West by Bloodworth, containing 100 acres, more or less. INCLUDED in the above description but specifically EXCLUDED therefrom is a tract of 9.5 acres conveyed to the United States of America for Old Hickory Lock & Dam Project (G-714) by deed of record in Deed Book 137, page 329, said Register's Office. INCLUDED in the above description but specifically EXCLUDED therefrom is a tract of 26.8 acres acquired by the United States of America, of record in Deed Book 143, page 17, said Register's Office.

Parcel Two:

Lying in the 4th Civil District of Wilson County, Tennessee, bounded on the North by Barry and Road; East by Eugene Tipton; South by Frank W. Bloodworth; West by James Bailey, containing 133-1/2 acres more or less.

Tract III being the same property conveyed to Middle Tennessee Council, Inc., Boy Scouts of America, by deed from F. W. Bloodworth, of record in Deed Book 161, page 326, said Register's Office.

Tract IV:

A certain tract or parcel of land located in the 4th Civil District of Wilson County, Tennessee, containing twelve (12) acres, more or less, and bounded and described as follows:

On the North by the Boy Scouts of America, formerly Bloodworth; on the East by property of the Boy Scouts of America, and the Wright heirs; on the South by the River View Road, and property of the Boy Scouts of America; and on the West by property of the Boy Scouts of America, formerly Lowe.

Tract IV being the same property conveyed to Middle Tennessee Council, Inc. Boy Scouts of America, by deed from Farmer Bush and wife, Marie Bush, of record in Deed Book 226, page 15, said Register's Office.

Tract V:

A tract of property lying in the 4th Civil District of Wilson County, Tennessee containing 31.55 acres, more or less, all as described by metes and bounds, on that Boundary Survey prepared by Paul Burton Crockett, Registered Land Surveyor, dated June 3, 1986, and filed of record in Plat Book 18, page 331, Register's Office of Wilson County Tennessee, to which plat reference is made for a more complete description thereof.

Tract V being the same property conveyed to the Middle Tennessee Council, Boy Scouts of America, Inc., by deed from Dwight Manners and wife, Eleanor A. Manners, of record in Deed Book 433, page 557, said Register's Office, and by deed from James M. Rochelle and wife, Anne N. Rochelle, of record in Deed Book 438, page 861, said Register's Office. Middle Tennessee Council, Boy Scouts of America, Inc. is now known as Middle Tennessee Council, Inc., Boy Scouts of America, by Articles of Amendment filed with the Tennessee Secretary of State.

Tract VI:

A lot or parcel of land situated and lying at a point north of Camp Boxwell Road in the 4th Civil District of Wilson County, Tennessee, bounded generally as follows:

North by Camp Boxwell; East by James Woods; South by William Houston Woods; West by John Preston Woods, the same being 118.8 feet, more or less, in width along the east and west lines, and 104.5 feet, more or less, in depth along the north and south lines. A plat of the tract from which this lot is carved has been prepared and is recorded in Plat Book 8, page 13, Register's Office of Wilson County, Tennessee. The lot hereby conveyed is referred to on said plat as Lot #12.

There is also conveyed hereby the right and privilege of using the 12-foot right-of-way that extends from Camp Boxwell Road northwardly so as to serve this property and the other lots carved from the Preston Woods Tract.

Tract VI being the same property conveyed to Middle Tennessee Council Boy Scouts of America, by deed from Joan M. Woods, of record in Record Book 1391, page 1972, said Register's Office. Middle Tennessee Council Boy Scouts of America is now known as Middle Tennessee Council, Inc., Boy Scouts of America, by Articles of Amendment filed with the Tennessee Secretary of State.

THIS DOCUMENT WAS
PREPARED BY AND WHEN
RECORDED RETURN TO:

Waller Lansden Dortch & Davis, LLP
511 Union St., Suite 2700
Nashville, TN 37219
Attn: Robb S. Harvey, Esq.

BK/PG: 1974/494-505	
20711552	
12 PGS:AL-LEASE	
MISTY BATCH 453218	
07/01/2020 - 10:00 AM	0.00
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	60.00
RECORDING FEE	2.00
DP FEE	0.00
REGISTER'S FEE	62.00
TOTAL AMOUNT	
STATE OF TENNESSEE, WILSON COUNTY	
JACKIE MURPHY	
REGISTER OF DEEDS	

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "**Memorandum**") is made and entered into as of this 1st day of July, 2020, by and between **PROPERTIES TRUST U/A/D JUNE 12, 2020**, a Tennessee Investment Services Trust pursuant to the provisions of the Tennessee Investment Services Act of 2007, as amended ("**Landlord**"), and **MIDDLE TENNESSEE COUNCIL, INC., BOY SCOUTS OF AMERICA**, a Tennessee non-profit corporation ("**Tenant**").

RECITALS:

A. Landlord owns fee title to that certain real property in Wilson County, Tennessee, being more particularly described on Exhibit A attached hereto and incorporated herein (the "**Property**").

B. Landlord and Tenant have executed and entered into that certain Lease of even date herewith (the "**Lease**"), pursuant to which Landlord leases to Tenant and Tenant leases from Landlord, the Property.

C. Landlord and Tenant have entered into this Memorandum for recording purposes.

NOW THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and set forth in the Landlord, Landlord and Tenant do hereby covenant, promise and agree as follows:

1. Definitions. All of the foregoing Recitals are, by this reference, incorporated into the body of this Memorandum as if fully set forth herein. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Lease.

2. Notice of Lease. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Property, subject to and in accordance with the terms, provisions, covenants, conditions, restrictions, limitations and agreements contained in the Lease, all of which are, by this reference, incorporated into this Memorandum in their entirety as if fully set forth herein.

3. Term. The Initial Term expires on the date that is twenty-five (25) years after the date hereof; provided, however, that, unless either party terminates the Lease in accordance with the terms thereof, the Lease shall automatically renew for additional consecutive periods of ten (10) years each.

4. Severability. If any provision of this Memorandum or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions of this Memorandum shall remain in full force and effect and this Memorandum shall be interpreted as if such illegal, invalid or unenforceable provision did not exist.

5. Modification; Conflict; Binding Effect. Nothing contained in this Memorandum is intended to or shall amend or modify any of the terms or provisions of the Lease. In the event of a conflict between the terms and provisions of this Memorandum and the terms and provisions of the Lease, the terms and provisions of the Lease shall, in all incidents, control, govern and prevail. All rights, covenants, conditions, agreements, restrictions and reservations contained in this Memorandum shall run with the land and shall inure to the benefit of and shall be binding upon Landlord and Tenant and their respective heirs, legal representatives, successors and assigns. This Memorandum and the Lease contain the entire agreement of Landlord and Tenant with respect to Tenant's leasing of the Property.

6. Counterparts. This Memorandum may be executed in separate counterparts, each of which shall constitute an original copy hereof, but all of which shall constitute but one and the same agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date set forth above.

LANDLORD:

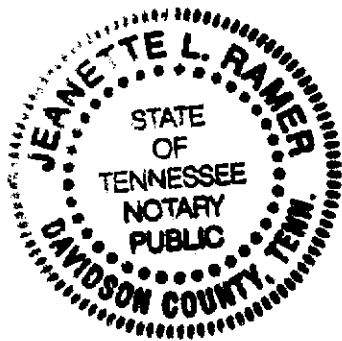
Properties Trust U/A/D June 12, 2020

By: *Clay Bright*
Clay Bright, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Clay Bright, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Trustee of Properties Trust U/A/D June 12, 2020, the within named bargainor, and that he as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Trust by himself as Trustee.

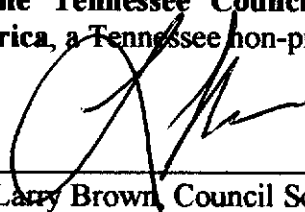
Witness my hand and seal, at office in Nashville, Tennessee, this the 30th day of June, 2020.



Jeanette L. Ramer
Notary Public
My commission expires: 3/7/23

TENANT:

Middle Tennessee Council, Inc., Boy Scouts of America, a Tennessee non-profit corporation

By: 
Larry Brown, Council Scout Executive

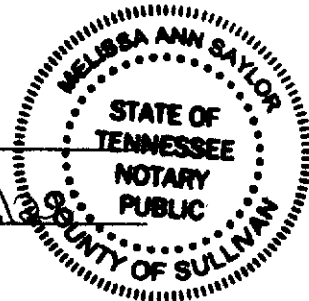
Tennessee
STATE OF ~~NORTH CAROLINA~~)
COUNTY OF Center)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Larry Brown with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Council Scout Executive of Middle Tennessee Council, Inc., Boy Scouts of America, the within named bargainor, a Tennessee non-profit corporation, and that he as such Council Scout Executive being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the non-profit corporation by himself as Council Scout Executive.

Witness my hand and seal, at office in Elizabethton, North Tennessee
~~Carolina~~, this the 25 day of June, 2020.


Notary Public

My commission expires: 8/25/20



TENANT:

Middle Tennessee Council, Inc., Boy Scouts of America, a Tennessee non-profit corporation

By: 
John Bright Cage, Council Scout Executive
President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John Bright Cage, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Council President of Middle Tennessee Council, Inc., Boy Scouts of America, the within named bargainor, a Tennessee non-profit corporation, and that he as such Council President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the non-profit corporation by himself as Council President.

Witness my hand and seal, at office in Nashville, Tennessee,
this the 30th day of June, 2020.

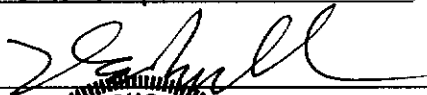


Notary **D. P. RUSSELL**
My commission expires: 1/4/2021

**MY COMMISSION EXPIRES:
JANUARY 4, 2021**

EXHIBIT A

The Property

Tract I:

A tract of land in the 4th Civil District of Wilson County, Tennessee, described according to a survey of J. R. Wauford & Company, Engineers, made August 1, 1955, as follows:

BEGINNING at a post in the center of an old road, at the Southwest corner of the D. E. and Janie Greer Bloodworth tract; thence with the center of the road, and along the line of the Old Hickory Lock & Dam property, North 88 degrees West 110 feet to an iron pin; thence along the West line of the Dam property, South 26 degrees 00' East 706 feet to an iron pin in a fence line in the Will Walker's north line; thence along a fence and with Walker's line, North 78 degrees 0' West 930 feet to a post, and continuing with a fence North 3 degrees 30' East 301.5 feet to a post, continuing with a fence North 88 Degrees 0' West 1084 feet to a post, and the North terminus of an old road, being the corner of the Armstrong and Gaston tract; thence with their line and along a fence North 3 degrees 0' East 1693 feet to a post; thence along their line North 86 degrees 0' West 1315 feet to a 14-inch walnut, Bailey's Southeast corner; thence with Bailey's East line North 3 degrees 45' East 485 feet to a post, and along Bailey's South line, and with a fence South 76 degrees 0' East 655.5 feet to a 30-inch cedar; thence North 86 degrees 0' East 677 feet, Bailey's Southeast corner; thence with his east line, North 2 degrees 30' East 610 feet to a point in the center of an old road, being the Southwest corner of H. L. and F. W. Bloodworth; thence with the center of the road, and along Bloodworth's south line, South 87 degrees 0' East 1212 feet to an iron pin, in a fence line, the Northwest corner of the Bloodworth tract above mentioned; thence along Bloodworth's line and with the center of an old road South 5 degrees 15' West 1268 feet, South 53 degrees, 0' East 657.5 feet, and South 1 Degree 0' East 946 feet to the beginning, containing 110.08 acres more or less.

Tract I being the same property conveyed to the Properties Trust U/A/D June 12, 2020 by deed from Middle Tennessee Council, Inc., Boy Scouts of America, of record in Deed Book 1974, page 485, Register's Office for Wilson County, Tennessee.

Tract II:

Parcel No. 1

Beginning at a concrete monument set at the northwest corner of the Spencer Creek Campsites, said corner being in the boundary line of the United States; thence, through the lands of the United States as follows:

North 32 deg. 58' West, 106.4 feet to an iron pin; thence,
South 71 deg. 36' West, 438.0 feet to an iron pin; thence,
South 67 deg. 45' West, 566.0 feet to an iron pin; thence,
South 22 deg. 41' West, 448.4 feet to an iron pin; thence,
North 48 deg. 18' West, 295.8 feet to an iron pin; thence,
South 53 deg. 45' West, 243.2 feet to an iron pin; thence,

North 20 deg. 11' West, 625.2 feet to an iron pin; thence,
 North 11 deg. 09' East, 245.6 feet to an iron pin; thence,
 North 56 deg. 37' East, 439.4 feet to an iron pin; thence,
 North 07 deg. 15' East, 187.5 feet to an iron pin; thence,
 North 64 deg. 26' West, 344.7 feet to an iron pin; thence,
 South 89 deg. 31' West, 537.3 feet to an iron pin; thence,
 North 17 deg. 04' West, 280.2 feet to an iron, pin; thence,
 North 38 deg. 44' West, 744.6 feet to an iron pin; thence,
 North 13 deg. 14' East, 243.7 feet to an iron pin; thence,
 North 36 deg. 07' East, 177.1 feet to an iron pin; thence,
 North 55 deg. 02' East, 407.8 feet to an iron pin; thence,
 North 79 deg. 33' East, 188.2 feet to an iron pin; thence,
 South 66 deg. 00' East, 126.1 feet to an iron pin; .thence,
 South 46 deg. 02' East 268.8 feet to an iron pin; thence,
 North 27 deg. 14' East, 566.9 feet do an iron pin; thence,
 South 76 deg. 22' East, 502.4 feet to an iron pin; thence,
 North 71 deg. 38' East, 332.3 feet to an iron pin; thence,
 North 38 deg. 12' West, 479.3 feet to an iron pin; thence,
 North 36 deg. 49' East, 181.7 feet to an iron pin; thence,
 North 39 deg. 28' West, 411.4 feet to an iron pin ;thence,
 North 00 deg. 32' West, 254.8 feet to an iron pin; thence,
 North 27 deg. 25' East, 214.2 feet to an iron pin; thence,
 North 38 deg. 37' East, 256.1 feet to an iron pin; thence,
 North 78 deg. 00' East, 175.2 feet to an iron pin; thence,
 South 72 deg. 20' East, 488.4 feet to an iron pin; thence,
 South 64 deg. 47' East, 306.5 feet to an iron ,in; thence,
 North 35 deg. 05' East, 378.4 feet to an iron pin; thence,
 North 66 deg. 35' West, 506.6 feet to an iron pin; thence,
 North 47 deg. 10' West, 1075.8 feet to an iron pin; thence,
 North 39 deg. 39' East, 185.5 feet to an iron pin; thence,
 North 76 deg. 09' East, 588.6 feet to an iron pin; thence,
 South 89 deg. 15' East, 386.6 feet to an iron pin; thence,
 North 49 deg. 34' West, 369.8 feet to an iron pin; thence
 North 65 deg. 06' West, 197.8 feet to an iron pin; thence,
 North 26 deg. 58' West, 319.7 feet to an iron pin; thence,
 North 11 deg. 47' East, 238.8 feet to an iron pin; thence,
 North 36 deg. 37' East, 317.4 feet to an iron pin; thence,
 North 60 deg. 10' East, 201.2 feet to an iron pin; thence,
 South 61 deg. 13' East, 238.4 feet to an iron pin; thence,
 North 51 deg. 10' East, 151.6 feet to an iron pin; thence,

North 22 deg. 28' East, 261.6 feet to an iron pin; thence,
 North 65 deg. 50' East, 200.1 feet to an iron pin; thence,
 North 87 deg. 03' East, 247.3 feet to an iron pin; thence,
 North 64 deg. 28' East, 187.1 feet to an iron pin; thence,
 North 81 deg. 54' East, 102.2 feet to an iron pin; thence,
 South 48 deg. 43' East, 279.9 feet to an iron pin; thence,
 South 39 deg. 45' East, 559.9 feet to an iron pin; thence,
 North 35 deg. 43' East, 151.0 feet to iron pin; thence,
 North 65 deg. 01' East, 229.7 feet to an iron pin; thence,
 South 14 deg. 07' West, 292.6 feet to an iron pin; thence,
 South 51 deg. 39' West, 179.9 feet to an iron pin; thence,
 South 10 deg. 54' East, 141.9 feet to an iron pin; thence,
 South 52 deg. 54' East, 222.3 feet to an iron pin; thence,
 South 03 deg. 58' East, 197.0 feet to an iron pin in the division line between lands
 now or formerly owned by H.L. and F. W. Bloodworth and the lands of the
 United States; thence, along said division line as follows:

South 58 deg. 09' West, 1407.3 feet to an iron pin; thence,
 South 25 deg. 12' East, 154.2 feet to an iron pin; thence,
 South 15 deg. 19' East, 373.5 feet to an iron pin; thence,
 South 12 deg. 32' East, 274.5 feet to an iron pin witnessed by a 12 inch
 persimmon; thence
 South 20 deg. 16' East, 329.7 feet to an iron pin witnessed by a 12-inch
 hackberry; thence,
 South 84 deg. 41' East, 145.9 feet to a post at a corner of land formerly owned by
 Zac Burford, now the Boy Scouts of America; thence, along the division line
 between the Boy Scouts of America and the United States as follows:

South 02 deg. 40' West, 620.1 feet to an iron pin; thence,
 South 86 deg. 12' West, 674.3 feet to a 30-inch cedar; thence,
 North 77 deg. 31' West, 652.2 feet to a post; thence,
 South 00 deg. 29' West, 483.9 feet to a 14-inch walnut; thence,
 South 86 deg. 31' East, 1311.2 feet to a post; thence,
 South 03 deg. 00' West, 1688.4 feet to a post; thence,
 South 60 deg. 27' West, 10.9 feet to a post at the northwest corner of H.B.
 Manners (formerly Will Walker et al); thence with Manners' line, South 03 deg.
 12' West, 1066.1 feet to an iron-pin in the northerly line of lands of Murfree
 (formerly Hughlette Katherine Purnell); thence along the division line between
 said Murfree and said Spencer Creek Campsites, North 87 deg. 30' West 954.8
 feet to the point of beginning, containing three hundred fifty-four and sixty-eight
 hundredths (354.68) acres, more or less.

Parcel No. 2

Beginning at a corner common to lands now or formerly owned by C.E. and
 Louise Tubbs Northern and the lands of the United States, said corner being in a
 line of lands now or formerly owned by Hughlette Katherine Purnell; thence, with

the division line between said Purnell and the United States; North 03 deg. 00' East, 1240 feet to a corner of lands now or formerly owned by Will Walker et al; thence, with the division line between said Walker and the United States as follows: North 03 deg. 00' East, 500 feet, South 79 deg. 30' East, 1085 feet, North 190 feet, and North 78 deg. 00' West, 170 feet to a corner of lands now or formerly owned by Zac Burford et al; thence, with the division line between said Burford and the United States as follows: North 26 deg. 00' West, 670 feet, and South 88 deg. 00' East 110 feet to a corner of lands now or formerly owned by D.E. and Janie Greer Bloodworth, said corner being in the center of a road; thence, with the division line between said Bloodworth and the United States along the center of said road South 88 deg. 00' East, 640 feet to a corner of lands now or formerly owned by F.W. Bloodworth and wife; thence, with the division line between said F.W. Bloodworth and wife and the United States and continuing along the center of said road South 88 deg. 00' East at 585 feet, passing a corner of said Bloodworth, continuing in all 640 feet to a corner of lands now or formerly owned by Henry and Susie Tyree; thence leaving said road along the division line between said Tyree and the subject owner as follows:

South 05 deg. 00' West, 280 feet,
 North 64 deg. 00' East, 125 feet,
 South 04 deg. 00' East, 160 feet,
 South 57 deg. 00' West 210 feet,
 South 18 deg. 00' West, 410 feet,
 North 89 deg. 00' East, 340 feet, and
 South 42 deg. 30' East, 335 feet to a corner of lands now or formerly owned by Lula Mae Davis; thence, with the division line between said Davis and the United States as follows:

North 70 deg. 00' East, 315 feet, and
 South 01 deg. 00' East, 155 feet to a corner of lands now or formerly owned by Talmadge and Novella Collier; thence, with the division line between said Collier and the United States as follows:

South 01 deg. 00' East, 50 feet,
 South 73 deg. 00' West, 350 feet,
 North 85 deg. 00' West, 215 feet,
 South 12 deg. 00' West 310 feet,
 South 88 deg. 00' East, 250 feet,
 North 50 deg. 00' East, 260 feet,
 South 41 deg. 30' East, 235 feet,
 South 88 deg. 00' East, 90 feet, and
 South 05 deg. 00' East, 90 feet to a corner of lands now or formerly owned by Dwight Manners; thence, with the division line between said Manners and the United States, South 45 deg. 00' West, 350 feet to a corner of lands now or formerly owned by D.E. and Janie Greer Bloodworth; thence, with the division line between said Bloodworth and the United States as follows:

South 10 deg. 30' West, 150 feet,
North 72 deg. 00' East, 250 feet,
South 50 deg. 00' East, 250 feet, and
South 15 deg. 30' West, 285 feet to a point in a line of lands now or formerly owned by O. A. Purnell; thence, with the division line between said Purnell and the United States as follows:

North 84 deg. 00' West 100 feet,
South 1,280 feet,
North 86 deg. 00' East, 345 feet, and
South 05 deg. 00' East, 215 feet to a corner of lands now or formerly owned by H.B. Manners, in the center of a road; thence, leaving said road with the division line between said Manners and the United States as follows:

South 86 deg. 25', West, 450.4 feet,
South 36 deg. 06' West, 318 feet,
North 73 deg. 21' West, 151.4 feet,
South 35 deg. 57' West, 249.7 feet,
North 09 deg. 07' West, 504 feet, and
North 84 deg. 48' West, 80 feet to a corner of said Northern in the center of a road thence, leaving said road with the division line between said Northern and the United States as follows:

North 05 deg. 00' East, 350 feet,
South 51 deg. 00' West, 290 feet,
North 38 deg. 30' West, 265 feet,
North 03 deg. 00' East, 215 feet,
South 35 deg. 30' East, 240 feet,
North 45 deg. 30' East, 225 feet,
North 08 deg. 30' West, 540 feet,
South 25 deg. 00' West, 460 feet,
North 30 deg. 00' West, 630 feet,
North 72 deg. 00' West 645 feet,
North 08 deg. 00' East, 81.6 feet, and
West 933 feet, to the point of beginning, containing 158.2 acres more or less.

Tract II being the same property conveyed to the Properties Trust U/A/D June 12, 2020 by deed from Middle Tennessee Council, Inc., Boy Scouts of America, of record in Deed Book 1974, page 485, Register's Office for Wilson County, Tennessee.

Tract III:

Parcel One:

A tract of land in the 4th Civil District of Wilson County, Tennessee, bounded on the North by Eugene Tipton; East by LaGuardo-Gallatin Road; South by

Bailey; West by Bloodworth, containing 100 acres, more or less. INCLUDED in the above description but specifically EXCLUDED therefrom is a tract of 9.5 acres conveyed to the United States of America for Old Hickory Lock & Dam Project (G-714) by deed of record in Deed Book 137, page 329, said Register's Office. INCLUDED in the above description but specifically EXCLUDED therefrom is a tract of 26.8 acres acquired by the United States of America, of record in Deed Book 143, page 17, said Register's Office.

Parcel Two:

Lying in the 4th Civil District of Wilson County, Tennessee, bounded on the North by Barry and Road; East by Eugene Tipton; South by Frank W. Bloodworth; West by James Bailey, containing 133-1/2 acres more or less.

Tract III being the same property conveyed to the Properties Trust U/A/D June 12, 2020 by deed from Middle Tennessee Council, Inc., Boy Scouts of America, of record in Deed Book 1974, page 485, Register's Office for Wilson County, Tennessee.

Tract IV:

A certain tract or parcel of land located in the 4th Civil District of Wilson County, Tennessee, containing twelve (12) acres, more or less, and bounded and described as follows:

On the North by the Boy Scouts of America, formerly Bloodworth; on the East by property of the Boy Scouts of America, and the Wright heirs; on the South by the River View Road, and property of the Boy Scouts of America; and on the West by property of the Boy Scouts of America, formerly Lowe.

Tract IV being the same property conveyed to the Properties Trust U/A/D June 12, 2020 by deed from Middle Tennessee Council, Inc., Boy Scouts of America, of record in Deed Book 1974, page 485, Register's Office for Wilson County, Tennessee.

Tract V:

A tract of property lying in the 4th Civil District of Wilson County, Tennessee containing 31.55 acres, more or less, all as described by metes and bounds, on that Boundary Survey prepared by Paul Burton Crockett, Registered Land Surveyor, dated June 3, 1986, and filed of record in Plat Book 18, page 331, Register's Office of Wilson County Tennessee, to which plat reference is made for a more complete description thereof.

Tract V being the same property conveyed to the Properties Trust U/A/D June 12, 2020 by deed from Middle Tennessee Council, Inc., Boy Scouts of America, of record in Deed Book 1974, page 485, Register's Office for Wilson County, Tennessee.

QUITCLAIM DEED

Address New Owner as Follows:

Send Tax Bills To:

Map/Parcel No.

Clay Bright, Trustee of the
Properties Trust u/a/d June 12, 2020
3414 Hillsboro Pike
Nashville, Tennessee 37215

(Same)

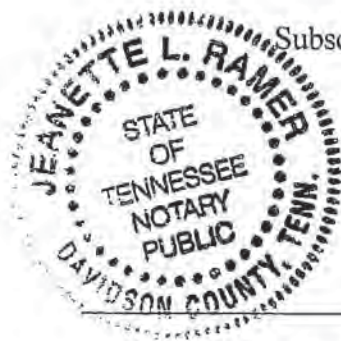
Map 114, Parcel 1
(White County) and
Map 17, Parcel 3,
Parcel 3, SI 001 and
Map 3, Parcel 1.02
(Van Buren County)

This instrument prepared by: This instrument prepared by: M. Andrew Cornwell, Esq., Waller
Lansden Dortch & Davis, LLP, 511 Union Street, Suite 2700, Nashville, TN 37219

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is \$-0-.

Clay Bright
Affiant



Subscribed and sworn to before me, this the 30th day of June, 2020.

Jeanette L. Ramer
NOTARY PUBLIC
My Commission Expires: 3/7/23

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), and other good and valuable consideration, Middle Tennessee Council, Inc., Boy Scouts of America, formerly known as Boy Scouts of America, a Tennessee corporation ("Grantor"), by these presents, does hereby quitclaim and convey unto Clay Bright, Trustee of the Properties Trust u/a/d June 12, 2020, a Tennessee Investment Services Trust ("Grantee"), its successors and assigns, all its right, title and interest in and to the following described tracts or parcels of land in White and Van Buren County, Tennessee:

See Exhibit A attached hereto for a complete Legal Description

EARL W. JONES, JR.
ASSESSOR OF PROPERTY

2 114 114 1.00
DI MAP GP C-MAP PARCEL

COMPLETE SPLIT

4832-0211-2449

IN WITNESS WHEREOF, Grantor has executed this instrument on the 25
day of June, 2020, effective as of July 1, 2020.

MIDDLE TENNESSEE COUNCIL, INC.,
BOY SCOUTS OF AMERICA,
a Tennessee non-profit corporation

By: [Signature]
Larry Brown, Council Scout Executive

Tennessee
STATE OF ~~NORTH CAROLINA~~
COUNTY OF Carter

Before me, the undersigned, a Notary Public in and for the County and State
aforesaid, personally appeared Larry Brown, with whom I am personally acquainted (or proved to
me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the
Council Scout Executive of Middle Tennessee Council, Inc., Boy Scouts of America, the within
named bargainor, a Tennessee non-profit corporation, and that he as such Council Scout Executive
of Middle Tennessee Council, Inc., Boy Scouts of America, being authorized so to do, executed the
foregoing instrument for the purposes therein contained, by signing the name of corporation, by
himself as Council Scout Executive.

Witness my hand and seal, at office in Elizabethton Tennessee ~~North Carolina~~, this the
25 day of June, 2020.

[Signature]
NOTARY PUBLIC



My Commission Expires: 8/5/21

[signatures continue on following page]

MIDDLE TENNESSEE COUNCIL, INC.,
BOY SCOUTS OF AMERICA,
a Tennessee non-profit corporation

By: 
John Bright Cage, Council President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John Bright Cage, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Council President of Middle Tennessee Council, Inc., Boy Scouts of America, the within named bargainor, a Tennessee non-profit corporation, and that he as such Council President of Middle Tennessee Council, Inc., Boy Scouts of America, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of corporation, by himself as Council President.

Witness my hand and seal, at office in Nashville, Tennessee, this the 30th
day of June, 2020.


NOTARY PUBLIC

My Commission Expires: 1/4/2021



MY COMMISSION EXPIRES:
JANUARY 4, 2021

Exhibit A

Legal Description

Parcel I:

North Tract:

Beginning on a ½ inch rebar (set) approximately 20 feet East of the center of Lewis Road, said rebar is the Southeast corner of this described tract and also a corner for Paul Putnam and is farther located approximately 985 feet South of the Porter Lane intersection, thence leaving Putnam and going with the Eastern side of Lewis Road (approximately 20 feet from center) N10-10-27W 256.14 feet, N05-52-28W 112.51 feet, N00-24-51W 95.63 feet, N04-38-40E 99.53 feet, N06-55-47E 56.65 feet, N01-04-22E 171.85 feet, N08-16-09W 42.42 feet, N24-13-13W 63.30 feet to the intersection of Porter Lane, thence leaving Lewis Road and going with the Southern side of Porter Lane (approximately 15 feet from center) N25-56-02E 41.58 feet, N36-58-28E 34.63 feet, N55-51-15E 63.12 feet, N54-48-21E 82.70 feet, N31-19-02E 66.85 feet, N16-37-28E 13.49 feet, N30-30-54E 63.98 feet, N62-05-18E 54.14 feet, N74-24-57E 312.25 feet, S86-56-32E 186.63 feet, N75-56-48E 113.65 feet, N57-58-13E 67.51 feet, N38-32-40E 58.00 feet, N11-50-19E 82.02 feet, N03-47-11E 72.89 feet, N27-25-53E 52.72 feet, N47-17-02E 108.54 feet, N60-36-00E 69.51 feet, S89-24-40E 55.45 feet and S75-22-34E 97.74 feet to the Eastern end of Porter Lane, thence N14-37-26E 30.00 feet to the Northern side of said lane, N75-22-34W continuing with the Northern side Porter Lane 101.44 feet, N89-24-40W 67.17 feet, S60-36-00W 81.05 feet, S47-17-02W 117.29 feet, S27-25-53W 64.25 feet, S03-47-11W 77.06 feet, S11-50-19W 72.78 feet, S38-32-40W 45.75 feet, S57-58-13W 57.63 feet, S75-56-48W 104.29 feet, N86-56-32W 187.04 feet, S74-24-57W 320.41 feet, S62-05-18W 65.86 feet, S30-30-54W 76.12 feet, S16-37-28W 113.28 feet, S31-19-02W 56.74 feet, S54-48-21W 76.19 feet, S55-51-15W 67.84 feet, S36-58-28W 42.52 feet, S25-56-02W 33.42 feet to the intersection of Lewis Road, thence leaving Porter Lane and going with the Eastern and/or Northern side of Lewis Road N49-24-43W 60.67 feet, N57-16-26W 89.71 feet, N68-35-06W 114.23 feet, N73-47-50W 178.62 feet, N67-38-20W 142.45 feet, N56-28-09W 52.37 feet, N44-38-30W 48.62 feet, N35-58-37W 127.97 feet, N40-25-03W 152.79 feet, N49-21-36W 90.33 feet and N73-01-16W 76.42 feet to the intersection of Evans Road, thence leaving Lewis Road and going with the Eastern side of Plantation Road (approximately 15 feet from center) N58-53-19W 124.69 feet, N47-35-58W 73.13 feet, N42-18-37W 141.74 feet, N24-40-58W 157.85 feet, N17-54-34W 119.63 feet, N01-59-57W 140.50 feet, N11-15-58E 115.81 feet, N25-08-13E 140.18 feet, N31-58-29E 165.99 feet, N08-22-44E 71.36 feet, N08-50-35W 213.74 feet, N12-15-01W 200.57 feet, N09-21-50E 106.17 feet, N21-59-04E 177.70 feet, N24-27-10E 136.36 feet, N38-27-58E 147.95 feet, N46-14-35E 139.66 feet and N46-22-37E 131.06 feet to the Northern end of Plantation Road, thence N43-37-23W 30.00 feet to a point in the Western right-of-way of Plantation Road, thence continuing with Plantation Road along it's Western side S46-22-37W 131.09 feet, S46-14-35W 141.74 feet, S38-27-58W 153.68 feet, S24-27-10W 140.70 feet, S21-59-04W 181.66 feet, S09-21-50W 115.21 feet, S12-15-01E 205.41 feet, S08-50-35E 208.31 feet, S08-22-44W 60.55 feet, S31-58-29W 161.52 feet, S25-08-13W 145.62 feet, S11-15-58W 122.94 feet, S01-59-27E 148.18 feet, S17-54-34E 125.60 feet, S24-40-58E 164.28 feet, S02-35-01W 106.69 feet, S33-52-32W 82.98 feet, S48-24-06W 176.48 feet to a point in the Northern right-of-way of Lewis Road, thence leaving Plantation Road and again going with Lewis Road along it's Northern right-of-way S62-20-13W 210.98 feet, S66-46-37W 156.81 feet, S69-31-17W 162.85 feet, S66-43-32W 216.44 feet, S62-22-01W 105.38 feet, S65-45-01W 262.67 feet, S78-00-24W 141.42 feet, S82-20-56W 86.34 feet,

S77-14-44W 81.41 feet, S61-27-13W 102.78 feet, S42-45-13W 76.84 feet, S28-07-53W 68.50 feet, S19-48-19W 79.61 feet, S21-19-05W 168.59 feet, S33-01-48W 213.18 feet, S34-49-07W 242.97 feet, S41-24-18W 134.26 feet, S44-55-16W 310.54 feet and S51-13-47W 91.54 feet to a point at the intersection of the Southern loop of Wilson Road, thence continuing with the Northern side of Lewis Road S78-21-50W 61.39 feet, S82-55-23W 113.30 feet, N89-54-49W 129.54 feet, N83-42-14W 163.97 feet, N77-59-19W 285.10 feet, N82-16-51W 113.92 feet, S86-57-13W 128.21 feet, S69-39-31W 120.96 feet, S53-13-13W 203.79 feet, S37-29-58W 130.41 feet, S15-14-38W 149.10 feet, S22-26-24E 147.18 feet, S30-16-38E 186.51 feet, S15-35-51E 43.49 feet, S02-32-00E 174.10 feet, S07-04-16E 190.29 feet, S00-01-42E 108.20 feet, S30-24-29W 58.89 feet, S73-48-29W 53.81 feet, S89-55-18W 442.04 feet, N89-27-50W 303.84 feet, N86-18-39W 223.09 feet, N73-59-54W 101.29 feet, N87-27-51W 78.10 feet, S67-13-07W 137.12 feet, S75-09-59W 165.56 feet, S55-01-32W 240.04 feet, S56-35-46W 191.14 feet, S48-12-45W 530.61 feet, S54-49-02W 132.28 feet and S58-26-54W 58.77 feet to a 1/2 inch rebar (set) which marks the Southwest corner of this described tract and in the Eastern boundary of the Hiwassee Land Company, thence leaving the Lewis Road and going along a marked and painted line with the Hiwassee Land Company N05-24-52E 518.66 feet to a rebar (found), N05-33-00E 2773.12 feet to a steel post (found), S84-07-13E 327.41 feet to a steel post (found), S84-19-04E 1657.96 feet to a steel post (found), N05-47-03E 1320.34 feet to a steel post (found), N05-44-45E 2631.66 feet to a steel post (found), N05-41-16E 2641.21 feet to a steel post (found), N05-35-05E 973.05 feet to a large rock in Cabin Branch, N06-03-04E 344.66 feet to a steel post (found), N05-59-08E crossing the county line 2594.63 feet to a steel post (found) and N04-59-54E 615.95 feet to a 20 inch white oak which marks the Northwest corner of this described tract, thence continuing with Hiwassee S84-13-20E 484.61 feet to a angle Iron (found), S83-45-50E 847.86 feet to a steel post (found) by a set stone, S86-13-50E 1562.66 feet to a steel post (found) and S85-39-00E 1320.00 feet to a steel post (found) which marks the Northeast corner of this described tract, thence S05-58-18W again crossing said county line 2822.93 feet to an angle iron (found), S06-15-56W 3997.92 feet to a steel post (found) and S82-40-50E 100.00 feet to a 1/2 inch rebar (Set), thence leaving the Hiwassee Land Company and going with Paul Putnam S41-20-09E 2883.23 feet to a "A" rock at the bluffline, S10-49-39E 1152.75 feet to a 1/2 inch rebar (found), S59-51-52W 448.38 feet to a 1/2 inch pipe (found), S41-12-31W 1457.53 feet to a 1/2 inch pipe (found) and S60-45-43W 519.13 feet to the beginning containing 1335.23 acres as surveyed by the David H. Bradley Land Surveying Company R. L. S. # 1137 on 28 February, 2007.

NOTE: There is included in the above described 1335.23 acre tract but excluded in the quoted acreage a 25 acre more or less parcel belonging to David Dodson (Deed Book 8 page # 228).

NOTE: The Hiwassee Land Company has parole easement which follows existing roads across this described tract and gives them access to their property on the North.

NOTE: There is an ingress/egress easement located on the above described tract which gives the David Dodson property (DB 8 pg 228) access to Plantation Road (formerly Evans Road). This easement follows an existing gravel road.

South Tract - Deed Book 27W/577. 27Y/504, 10/707:

Beginning on a 1/2 inch pipe (found) approximately 20 feet West of the center of Joanie VanWinkle Road, said pipe is the Southeast corner of Billy VanWinkle and is farther located approximately 1/2 mile North of Highway # 285, thence leaving Billy VanWinkle and going with the Western side of the Joanie VanWinkle Road S19-43-17W 168.42 feet, S18-36-16W 118.85

feet, S19-06-01W 113.95 feet, S16-44-47W 145.94 feet, S15-42-24W 181.26 feet, S28-42-42W 141.90 feet, S31-33-24W 208.61 feet, S31-23-58W 420.61 feet, S30-29-07W 122.22 feet, S31-24-57W 184.15 feet and S24-48-50W 38.44 feet to a 1/2 inch pipe (set), thence leaving the Joanie VanWinkle Road and going N82-08-52W 19.02 feet to a 1/2 inch rebar (set) at a fence corner which marks the Southeast corner of Robert Evans, thence going with Evans N04-58-33E 1410.67 feet to a steel post (found), N85-30-51W 779.09 feet to a painted pile of rock, N84-08-13W 504.89 feet to a steel post, thence leaving Evans and going with the State of Tennessee property N84-03-38W 1975.83 feet to a steel post (found), S04-22-48W 1069.21 feet to a steel post (found), N84-18-26W 1061.93 feet to a steel post (found), N05-05-57E 444.27 feet to a rebar (found), N05-09-57E 622.97 feet to a steel post (found), N84-58-40W 305.63 feet to a steel post (found) and N05-24-52E 807.34 feet to a rebar (set) approximately 20 feet South of the center of Lewis Road, thence leaving said State of Tennessee property and going with the Southern side of Lewis Road (approximately 20 feet from center) N58-26-54E 90.14 feet, N54-49-02E 135.85 feet, N48-12-45E 529.99 feet, N56-35-46E 188.75 feet, N55-01-32E 233.48 feet, N75-09-59E 161.24 feet, N67-13-07E 130.92 feet, S87-27-51E 64.39 feet, S73-59-54E 100.88 feet, S86-18-39E 228.51 feet, S89-27-50E 305.15 feet, N89-55-18E 447.91 feet, N73-48-29E 75.39 feet, N30-24-29E 85.69 feet, N00-01-42W 121.54 feet, N07-04-16W 191.17 feet, N02-32-00W 177.09 feet, N15-35-51W 53.22 feet, N30-16-38W 188.92 feet, N22-26-24W 130.79 feet, N15-14-38E 127.58 feet, N37-29-58E 117.02 feet, N53-13-13E 192.49 feet, N69-39-31E 109.10 feet, N86-57-13E 118.36 feet, S82-16-51E 108.65 feet, S77-59-19E 285.60 feet, S83-42-14E 168.13 feet, S89-54-49E 134.21 feet, N82-55-23E 117.39 feet and N78-21-50E 59.14 feet to the intersection of Wilson Road, thence leaving Lewis Road and going with the Western side of Wilson Road (approximately 20 feet from center) S54-43-44E 111.74 feet, S83-31-17E 151.62 feet, S31-59-21E 267.06 feet, S33-23-23E 209.80 feet, S37-28-10E 178.44 feet, S19-42-20E 73.32 feet, S12-34-41E 83.65 feet and S45-17-12E 40.84 feet to a 1/2 inch rebar (set), thence leaving Wilson Road and going with Buford Wilson S06-01-12W 998.70 feet to a set stone (found), thence leaving Wilson and going with Billy VanWinkle S05-34-23W 158.46 feet to a rebar (set), S06-21-36W 464.11 feet to a 2 inch pipe (found), S06-40-51 364.26 feet to a set stone and S83-59-17E 1174.81 feet to the beginning containing 252.00 acres as surveyed by the David H. Bradley - Land Surveying Company R. L. S. # 1137 on 28 February, 2007.

Island Tract:

Beginning on a 1/2 inch rebar (set) at the Intersection of Lewis Road and Plantation Road, said rebar is the Southeast corner of this described tract, thence leaving Plantation Road and going with the Northern side of Lewis Road (approximately 20 feet from center) S89-59-59W 114.10 feet, S83-28-11W 89.38 feet, S72-38-03W 69.51 feet and S66-24-35W 52.70 feet to a 1/2 inch rebar marking the Southwest corner of this described tract, thence leaving Lewis Road and going with the Eastern side of Plantation Road (approximately 15 feet from center) N48-24-06E 88.02 feet, N33-52-32E 95.59 feet and N01-13-41E 86.53 feet to a rebar (set) at the forks of Plantation Road, thence going with the Western side of Plantation Road S42-18-37E 107.89 feet, S47-35-58E 77.48 feet and S58-53-19E 77.94 feet to the beginning containing 0.45 acres as surveyed by the David H. Bradley Land Surveying Company R. L. S. # 1137 on 28 February, 2007.

Parcel I being the same property conveyed to the Middle Tennessee Council, Inc., Boy Scouts of America. by deed from Gary Daniel Curtin and wife, Donna Lee Curtin, of record in Record Book 227, page 743, Register's Office for White County, Tennessee, as corrected by Scrivener's Affidavit of record in Record Book 244, page 417, said Register's Office; and Record Book 37,

page 854, Register's Office for Van Buren County, Tennessee, as corrected by Scrivener's Affidavit, of record in Record Book 42, page 614, said Register's Office.

SOURCE OF DESCRIPTION: This description was prepared by David H. Bradley Land Surveying Company, R.L.S. #1137, from survey dated February 28, 2007.

INCLUDED IN THE ABOVE DESCRIBED PARCEL, BUT EXPRESSLY EXCLUDED FROM THIS CONVEYANCE is the following described tract of land conveyed to David Dodson and wife, Alice Dodson, by deed of record in Record Book 42, page 615, Register's Office for Van Buren County, Tennessee:

A tract of land in the Third Civil District of Van Buren County, Tennessee, bounded on the north by the south margin of Lewis Road, on the east by the remaining lands of the Middle Tennessee Council, Boy Scouts of America in part, and the State of Tennessee property, on the south and west by the State of Tennessee property, and being more particularly described as follows:

Beginning an existing 1/2" rebar with cap (RLS 1137) in the south margin of Lewis road, the northwest corner of the herein described tract and a point in the east line of the state of Tennessee property; thence with the south margin of Lewis road the following calls:

N 58 degrees 26 minutes 54 seconds E, 90.14 feet to a set 1/2" rebar with cap (SEC, INC);
 N 54 degrees 49 minutes 02 seconds E, 135.85 feet to a set 1/2" rebar with cap (SEC, INC);
 N 48 degrees 12 minutes 45 seconds E, 529.99 feet to a set 1/2" rebar with cap (SEC, INC);
 N 56 degrees 35 minutes 46 seconds E, 188.75 feet to a set 1/2" rebar with cap (SEC, INC);
 N 55 degrees 01 minutes 32 seconds E, 233.48 feet to a set 1/2" rebar with cap (SEC, INC);
 N 75 degrees 09 minutes 59 seconds E, 161.24 feet to a set 1/2" rebar with cap (SEC, INC);
 N 67 degrees 13 minutes 07 seconds E, 130.92 feet to a set 1/2" rebar with cap (SEC, INC);
 S 87 degrees 27 minutes 51 seconds E, 64.39 feet to a set 1/2" rebar with cap (SEC, INC);
 S 73 degrees 59 minutes 54 seconds E, 100.88 feet to a set 1/2" rebar with cap (SEC, INC.);
 S 86 degrees 18 minutes 39 seconds E, 32.18 feet to a set 1/2" rebar with cap (SEC, INC.)

Thence, with a new line severing the lands of the Middle Tennessee Council, Boy Scouts Of America, S 04 degrees 22 minutes 48 seconds W, 1713.30 feet to an existing steel T-Post at an angle point in the northerly line of the State of Tennessee property, thence with the northerly and easterly lines of the State of Tennessee property the following calls:

S 04 degrees 22 minutes 48 seconds W, 1069.21 feet to an existing steel T-Post;
 N 84 degrees 18 minutes 26 seconds W, 1061.93 feet to an existing steel T-Post;
 N 05 degrees 05 minutes 57 seconds E, 444.27 feet to an existing 1/2" rebar with cap (RLS 105);
 N 05 degrees 09 minutes 57 seconds E, 622.97 feet to an existing steel T-Post;
 N 84 degrees 58 minutes 40 seconds W, 305.63 feet to an existing steel T -Post;
 N 05 degrees 24 minutes 52 seconds E, 807.34 feet to the Point of Beginning and containing 68.323 acres, more or less, according to a survey by SEC, INC. dated 1-29-08.

Parcel II:

Land in the 3rd Civil District of Van Buren County, State of Tennessee, as follows:

BEGINNING on a black oak with hickory and oak pointers; thence North 89-1/2 poles to a white oak corner, oak and gum pointers; thence West 44-3/4 poles to a stake; thence South 89-1/2 poles to a stake; thence East 44-3/4 poles to the BEGINNING, containing 25 acres, more or less.

Parcel II being the same property conveyed to the Middle Tennessee Council, Inc., Boy Scouts of America, by deed from David Dodson, Alice Dodson, Roger L. Dodson and Robert A. Dodson, of record in Record Book 42, page 619, Register's Office for Van Buren County, Tennessee.

Parcel III:

Being located in the Third Civil District of Van Buren County on Tax Map 17 and parcel 003.00, being the Road described as Porter Lane.

Parcel III being the same property conveyed to Boy Scouts of America, by deed from Van Buren County, Tennessee, of record in Record Book 40, page 519, Register's Office for Van Buren County, Tennessee. Boy Scouts of America is now known as Middle Tennessee Council, Inc., Boy Scouts of America, by Articles of Amendment filed with the Tennessee Secretary of State.

BK/PG: RB458/771-778	
20002527	
8 PGS:AL-QUITCLAIM DEED	
MONICA BATCH: 60475 07/01/2020 - 09:02 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	40.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	42.00
STATE OF TENNESSEE, WHITE COUNTY	
MARTHA BUMBALOUGH	
REGISTER OF DEEDS	

QUITCLAIM DEED

Address New Owner as Follows:

Send Tax Bills To:

Map/Parcel No.

Clay Bright, Trustee of the
Properties Trust u/a/d June 12, 2020
3414 Hillsboro Pike
Nashville, Tennessee 37215

(Same)


Map 107
Parcel 58

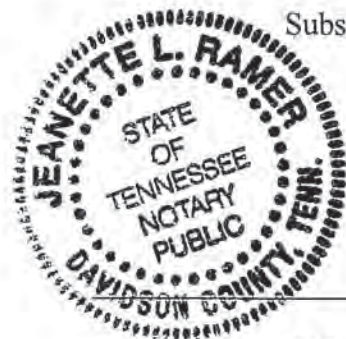
This instrument prepared by: This instrument prepared by: M. Andrew Cornwell, Esq., Waller
Lansden Dortch & Davis, LLP, 511 Union Street, Suite 2700, Nashville, TN 37219

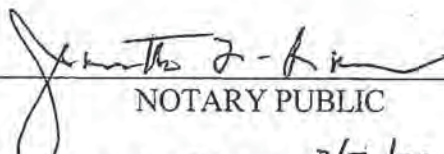
STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration for this transfer is \$-0-.


Affiant

Subscribed and sworn to before me, this the 30th day of June, 2020.


NOTARY PUBLIC
My Commission Expires: 3/7/23

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), and other good and valuable consideration, Middle Tennessee Council, Inc., Boy Scouts of America, a Tennessee corporation ("Grantor"), by these presents, does hereby quitclaim and convey unto Clay Bright, Trustee of the Properties Trust u/a/d June 12, 2020, a Tennessee Investment Services Trust ("Grantee"), its successors and assigns, all its right, title and interest in and to the following described tracts or parcels of land in White County, Tennessee:

See Exhibit A attached hereto for a complete Legal Description

BK/PG: RB458/765-770

20002526

6 PGS:AL-QUITCLAIM DEED	
MONICA BATCH: 60475	07/01/2020 - 09:02 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00

STATE OF TENNESSEE, WHITE COUNTY
MARTHA BUMBALOUGH
REGISTER OF DEEDS

EARL W. JONES, JR.
ASSESSOR OF PROPERTY

S.I.

3 107 107 58.00 \$ 001
DI MAP GP C-MAP PARCEL

COMPLETE SPLIT

4848-0197-7025

IN WITNESS WHEREOF, Grantor has executed this instrument on the 25
day of June, 2020, effective as of July 1, 2020.

MIDDLE TENNESSEE COUNCIL, INC.,
BOY SCOUTS OF AMERICA,
a Tennessee non-profit corporation

By: [Signature]
Larry Brown, Council Scout Executive

Tennessee
STATE OF ~~NORTH CAROLINA~~
COUNTY OF Carter

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Larry Brown, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Council Scout Executive of Middle Tennessee Council, Inc., Boy Scouts of America, the within named bargainer, a Tennessee non-profit corporation, and that he as such Council Scout Executive of Middle Tennessee Council, Inc., Boy Scouts of America, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of corporation, by himself as Council Scout Executive.

Witness my hand and seal, at office in Elizabethton Tennessee ~~North Carolina~~, this the 25 day of June, 2020.

[Signature]
NOTARY PUBLIC

My Commission Expires: 8/25/21

[signatures continue on following page]



MIDDLE TENNESSEE COUNCIL, INC.,
BOY SCOUTS OF AMERICA,
a Tennessee non-profit corporation

By: *John Bright Cage*

John Bright Cage, Council President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John Bright Cage, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Council President of Middle Tennessee Council, Inc., Boy Scouts of America, the within named bargainor, a Tennessee non-profit corporation, and that he as such Council President of Middle Tennessee Council, Inc., Boy Scouts of America, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of corporation, by himself as Council President.

Witness my hand and seal, at office in Nashville, Tennessee, this the 30th day of June, 2020.

My Commission Expires: 1/4/2021

D. E. Russell
NOTARY PUBLIC



MY COMMISSION EXPIRES:
JANUARY 4, 2021

Exhibit A

Legal Description

Tract 1:

Land in the Fourth Civil District of White County, Tennessee: Beginning at a point in the centers of the intersection of U.S. Highway 70-S and the old Sparta-McMinnville Road, which is the southwesterly corner of the tract conveyed by Fielding H. Yost, et ux to Cecil E. Grissom, et ux, by deed of record in Deed Book 93, page 7, R.O.W.C, Tennessee; thence with the center of the old Sparta-McMinnville Road, westerly to its intersection with the N.C. & St. L Railway Co. right-of-way; thence with the southerly margin of said right-of-way, southwesterly to the center of the Caney Fork River; thence up said river with its various meanders, to the southeasterly corner of the abovementioned tract conveyed by Fielding H. Yost, et ux to Cecil E. Grissom, et ux; thence with Grissom's southerly line an estimated 340 feet to the beginning.

Tract 1 being the same property conveyed to Middle Tennessee Council, Inc. Boys Scouts of America, by deed from Fielding H. Yost, Jr. and wife, Mary Lou Yost, of record in Deed Book 128, page 574, Register's Office for White County, Tennessee.

INCLUDED IN THE ABOVE DESCRIBED PROPERTY, BUT EXCLUDED FROM THIS CONVEYANCE, are the following described parcels of land conveyed to the State of Tennessee, by deed of record in Record Book 25, page 9, said Register's Office:

Parcel No. 1: Beginning at a point of intersection between the existing north right-of-way line of State Route 136 and the proposed north right-of-way line of State Route 136 on Highway Project No. 89003-2239-04, 9.139 m (29.98') left of project centerline station 1 + 070.000; thence along the said proposed north right-of-way line as follows: north 10 degrees 27 minutes 40 seconds west 20.859 m (68.44') to a point 30.000 m (98.42') left of project centerline station 1 + 070.000; and north 77 degrees 45 minutes 33 seconds east 115.985 m (380.53') to a point of intersection with the said existing north right-of-way line 16.675 m (54.71') left of project centerline station 1 + 198.608; and thence along the said existing north right-of-way line as follows: curving to the right in a southwestwardly direction an arc length of 57.441 m (188.45') on a radius of 75.835 m (248.80') to a point; south 89 degrees 47 minutes 57 seconds west 12.758 m (41.86') to a point; south 78 degrees 21 minutes 27 seconds west 13.170 m (43.21') to a point; south 02 degrees 48 minutes 54 seconds east 2.732 m (8.96') to a point; and south 79 degrees 32 minutes 21 seconds west 109.714 m (359.95') to the point of beginning.

Parcel No. 2: Beginning at a point of intersection between the existing north right-of-way line of State Route 136 and the proposed north right-of-way line of State Route 136 on Highway Project No. 89003-2239-04, 17.217 m (56.49') left of project centerline station 1 + 278.210; thence along the said proposed north right-of-way line as follows: north 22 degrees 54 minutes 51 seconds west 54.864 m (179.41') to a point 39.000 m (127.95') left of project centerline station 1 + 334.000; north 09 degrees 44 minutes 25 seconds east 117.067 m (384.08') to a point 27.000 m (88.58') left of project P.L. centerline station 1 + 440.000; and north 37 degrees 12 minutes 21 seconds east 61.064 m (200.34') to a point of intersection with the said existing north right-of-way line 9.140 m (29.99') left of project centerline station 1 + 497.701; and thence along the said existing north right-of-way line as follows: south 20 degrees 01 minutes 09 seconds west 62.765

m (205.92') to a point; curving to the left in a southeastwardly direction an arc length of 53.493 m (175.50') on a radius of 134.140 m (440.09') to a point; south 02 degrees 41 minutes 18 seconds east 45.010 m (147.67') to a point; and curving to the right in a southwestwardly direction an arc length of 59.146 m (194.05') on a radius of 128.824 m (422.65') to the point of beginning.

Parcel No. 3: Beginning at a point of intersection between the existing south right-of-way line of State Route 136 and the proposed south right-of-way line of State Route 136 on Highway Project No. 89003-2239-04, 9.141 m (29.99') right of project centerline station 1 + 070.000; thence along the said existing south right-of-way line as follows: north 79 degrees 32 minutes 20 seconds east 104.524 m (342.93') to a point; south 77 degrees 58 minutes 16 seconds east 11.634 m (38.17') to a point; north 62 degrees 53 minutes 33 seconds east 21.066 m (69.11') to a point; north 82 degrees 08 minutes 50 seconds east 19.033 m (62.44') to a point; north 62 degrees 35 minutes 54 seconds east 25.260 m (82.87') to a point north 39 degrees 30 minutes 27 seconds east 27.522 m (90.30') to a point; north 29 degrees 03 minutes 05 seconds east 25.838 m (84.77') to a point; north 24 degrees 20 minutes 20 seconds east 47.994 m (157.46') to a point; curving to the left in a northwestwardly direction an arc length of 65.136 m (213.70') on a radius of 147.104 m (482.62') to a point; north 02 degrees 47 minutes 58 seconds west 47.516 m (155.89') to a point; curving to the right in a northeastwardly direction an arc length of 46.204 m (151.59') to a point; and north 20 degrees 01 minute 09 seconds east 62.765 m (205.92') to a point of intersection with the said proposed south right-of-way line 9.140 m (29.99') right of project centerline station 1 + 497.701; and thence along the said proposed south right-of-way line as follows: south 08 degrees 55 minutes 28 seconds west 110.728 m (363.28') to a point 20.000 m (65.62') right of project P.L. centerline station 1 + 380.000; south 05 degrees 08 minutes 58 seconds west 105.482 (346.07') to a point 28.000 m (91.86') right of project centerline station 1 + 280.000; south 26 degrees 08 minutes 55 seconds west 97.415 m (319.60') to a point 31.500 m (103.35') right of project centerline station 1 + 2000.000; south 65 degrees 09 minutes 52 seconds west 96.266 m (315.83') to a point 30.000 m (98.43') right of project centerline station 1 + 120.000; south 79 degrees 32 minutes 20 seconds west 50.000 m (164.04') to a point 30.000 m (98.43') right of project centerline station 1 + 070.000; and north 10 degrees 27 minutes 40 seconds west 20.859 m (68.44') to the point of beginning.

INCLUDED IN THE ABOVE DESCRIBED PROPERTY, BUT EXCLUDED FROM THIS CONVEYANCE, are the following described parcels of land conveyed to Clifford L. Davidson, by deed of record in Record Book 304, page 767, said Register's Office:

Parcel No. 1:

Beginning on a 1/2" pipe (set) being the northernmost corner of this described parcel as well as being located S 9°58'29" W 301.12 feet from a concrete monument; thence going with the western right-of-way of Rock Island Road (State Highway 136) S 09°58'29" W 82.75 feet to a concrete monument; thence continuing with the same S 22°28'46" E 179.35 feet; thence S 26°22'38" W 131.45 feet; thence S 31°19'26" W 90.72 feet to a concrete monument; thence S 77°45'33" W 380.53 feet to a point in the Caney Fork River on the said right-of-way; thence S 10°27'40" E 68.44 feet to a point in the said river; thence continuing with the said right-of-way S 79°32'20" W 280.95 feet to a point in the center of the Caney Fork River; thence leaving the said road and generally following the center of the said river N 14°38'31" W 68.37 feet; thence N 25°50'12" W 104.48 feet to a point in the center of the river; thence going with the remainder of

the Boy Scouts of America property N 57°18'24" E 366.75 feet to a 1" iron pin (found) on the edge of the river; thence N 57°18'24" E 524.28 feet to the beginning being 5.12 acres as surveyed by Christopher M. Vick R.L.S. #2164 on 3 August 2011.

Parcel No. 2:

Beginning on a 1/2" pipe (set) being the southeastern corner of this described parcel as well as being located N 75°57'12" E 11.74 feet from a phone box; thence going with the remainder of the Boy Scouts of America property S 57°18'24" W 524.28 feet to a 1" iron pin (found) on the bank of the Caney Fork River; thence continuing with the same S 57°18'24" W 366.75 feet to a point in the center of the said river; thence generally following the meanders of the river N 25°50'12" W 175.20 feet to a point in the center of the Caney Fork River; thence going with the remainder of the aforementioned Boy Scouts of America property N 47°56'57" E 437.15 feet to a 1/2" rebar (found) on the bank of the said river; thence leaving the river and continuing with the said Scouts property N 47°56'57" E 225.24 feet to a 1/2" pipe (set); thence continuing with the same N 05°38'05" W 399.97 feet to a 1/2" rebar (found); thence leaving the Boy Scouts of America and going with the southern right-of-way of the Power House Road N 37°56'42" E 22.36 feet; thence N 33°26'13" E 90.70 feet; thence N 38°06'52" E 45.04 feet; thence N 43°51'03" E 55.49 feet; thence N 51°32'28" E 68.95 feet; thence N 58°36'26" E 46.87 feet; thence N 71°48'11" E 32.50 feet; thence N 79°21'14" E 40.22 feet; thence N 86°31'59" E 231.30 feet; thence S 84°44'50" E 39.17 feet; thence S 75°28'31" E 117.16 feet to a point at the intersection of the Power House Road and Rock Island Road (State Highway 136); thence leaving the said Power House Road and going with the western right-of-way of the Rock Island Road S 34°48'18" W 54.02 feet; thence S 25°20'46" W 63.03 feet; thence S 21°19'28" W 79.87 feet; thence S 20°55'12" W 128.31 feet to a concrete monument; thence S 36°34'41" W 200.04 feet to a concrete monument; thence S 09°58'29" W 301.12 feet to the beginning being 11.75 acres as surveyed by Christopher M. Vick R.L.S. #2164 on 3 August 2011.

INCLUDED IN THE ABOVE DESCRIBED PROPERTY, BUT EXCLUDED FROM THIS CONVEYANCE, are the following described parcels of land conveyed to Edward Philpot and wife, Pamela Philpot, by deed of record in Record Book 305, page 304, said Register's Office:

Beginning on a 1/2" rebar (found) being the northwestern corner of this described parcel as well as being located S 30°2'3" E 53.75 feet from a power pole; thence going with the southern right-of-way of the Power House Road N 77°25'04" E 12.23 feet; thence N 52°24'34" E 48.44 feet; thence N 35°13'00" E 8.35 feet to 1/2" rebar (found); thence leaving the said road and going with the remainder of the Boy Scouts of America property S 05°38'05" E 399.97 feet to 1/2" pipe (set); thence continuing with the same S 47°56'57" W 225.24 feet to a 1/2" rebar (found) on the bank of the Caney Fork River; thence S 47°56'57" W 662.39 feet to a point in the center of the said river; thence leaving the Scouts property and generally following the meanders of the river N 36°09'29" W 244.52 feet to a point in the center of the river; thence going with the southeastern right-of-way of the railroad N 41°49'50" E 326.73 feet to a 1/2" rebar (found) on the bank of the river; thence leaving the river and continuing with the railroad N 41°49'50" E 485.53 feet to the beginning being 5.00 acres as surveyed by Christopher M. Vick R.L.S. #2164 on 3 August 2011.

EXHIBIT C

(BSA Bylaws)

CHARTER AND BYLAWS OF THE BOY SCOUTS OF AMERICA



BOY SCOUTS OF AMERICA®

2019 CHANGES

The Bylaws were revised in 2019 to reflect changes related to the national Executive Board and its committees (Article III). Article IV, Section 4, on honorary positions, was also significantly revised. Below is a list of articles and sections affected.

Article III, Section 4

Article IV, Section 2

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Article IV, Section 4

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CHARTER

SIXTY-FOURTH CONGRESS OF THE

UNITED STATES OF AMERICA

AT THE FIRST SESSION

BEGUN AND HELD AT THE

CITY OF WASHINGTON

ON MONDAY, THE SIXTH DAY

OF DECEMBER

ONE THOUSAND NINE HUNDRED

AND FIFTEEN

AN ACT

**To Incorporate the
Boy Scouts of America and
for Other Purposes**

SECTION 1.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That Colin H. Livingstone and Ernest P. Bicknell, of Washington, District of Columbia; Benjamin L. Dulaney, of Bristol, Tennessee; Milton A. McRae, of Detroit, Michigan; David Starr Jordan, of Berkeley, California; F. L. Seely, of Asheville, North Carolina; A. Stamford White, of Chicago, Illinois; Daniel Carter Beard, of Flushing, New York; George D. Pratt, of Brooklyn, New York; Charles D. Hart, of Philadelphia, Pennsylvania; Franklin C. Hoyt, Jeremiaiah W. Jenks, Charles P. Neill, Frank Presbrey, Edgar M. Robinson, Mortimer L. Schiff, and James E. West, of New York, New York; G. Barrett Rich, Junior, of Buffalo, New York; Robert Garrett, of Baltimore, Maryland; John Sherman Hoyt, of Norwalk, Connecticut; Charles C. Jackson, of Boston, Massachusetts; John H. Nicholson, of Pittsburgh, Pennsylvania; William D. Murray, of Plainfield, New Jersey; and George D. Porter, of Philadelphia, Pennsylvania, their associates and successors, are hereby created a body corporate and politic of the District of Columbia, where its domicile shall be.

SECTION 2.

That the name of this corporation shall be “Boy Scouts of America,” and by that name it shall have perpetual succession, with power to sue and be sued in courts of law and equity within the jurisdiction of the United States; to hold such real and personal estate as shall be necessary for corporate purposes, and to receive real and personal property by gift, devise, or bequest; to adopt a

seal, and the same to alter and destroy at pleasure; to have offices and conduct its business and affairs within and without the District of Columbia and in the several States and Territories of the United States; to make and adopt bylaws, rules, and regulations not inconsistent with the law of the United States of America, or any State thereof, and generally to do all such acts and things (including the establishment of regulations for the election of associates and successors) as may be necessary to carry into effect the provisions of this Act and promote the purposes of said corporation.

SECTION 3.

That the purpose of this corporation shall be to promote, through organization, and cooperation with other agencies, the ability of boys to do things for themselves and others, to train them in Scoutcraft, and to teach them patriotism, courage, self-reliance, and kindred virtues, using the methods which are now in common use by Boy Scouts.

SECTION 4.

That said corporation may acquire, by way of gift, all the assets of the existing national organization of Boy Scouts, a corporation under the laws of the District of Columbia, and defray and provide for any debts or liabilities to the discharge of which said assets shall be applicable; but said corporation shall have no power to issue certificates of stock or to declare or pay dividends, its object and purposes being solely of a benevolent character and not for pecuniary profit to its members.

SECTION 5.

That the governing body of the said Boy Scouts of America shall consist of an executive board composed of citizens of the United States. The number, qualifications, and terms of office of members of the executive board shall be prescribed by the bylaws. The persons mentioned in the first section of this Act shall constitute the first executive board and shall serve until their successors are elected and have qualified. Vacancies in the executive board shall be filled by a majority vote of the remaining members thereof. The bylaws may prescribe the number of members of the executive board necessary to constitute a quorum of the board, which number may be less than the majority of the whole number of the board. The executive board shall have power to make and to amend the bylaws, and, by two-thirds vote of the whole board at a meeting called for this purpose, may authorize and cause to be executed mortgages and liens upon the property of the corporation. The executive board may, by resolution passed by a majority of the whole board, designate three or more of their number to constitute an executive or governing committee, of which a majority shall constitute a quorum, which committee, to the extent provided in said resolution or in the bylaws of the corporation, shall have and exercise the powers of the executive board in the management of the business affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. The executive board, by the affirmative vote of a majority of the whole board, may appoint any other standing committees, and such standing committees shall have and may exercise such powers as shall be conferred or authorized by the bylaws. With the consent in writing and pursuant to an affirmative vote of a majority of the members of said corporation, the executive board shall have authority to dispose in any manner of the whole property of the corporation.

SECTION 6.

That an annual meeting of the incorporators, their associates and successors, shall be held once in every year after the year of incorporation, at such time and place as shall be prescribed in the

bylaws, when the annual reports of the officers and executive board shall be presented and members of the executive board elected for the ensuing year. Special meetings of the corporation may be called upon such notice as may be prescribed in the bylaws. The number of members which shall constitute a quorum at any annual or special meeting shall be prescribed in the bylaws. The members and executive board shall have power to hold their meetings and keep the seal, books, documents, and papers of the corporation within or without the District of Columbia.

SECTION 7.

That said corporation shall have the sole and exclusive right to have and to use, in carrying out its purposes, all emblems and badges, descriptive or designating marks, and words or phrases now or heretofore used by the Boy Scouts of America in carrying out its program, it being distinctly and definitely understood, however, that nothing in this Act shall interfere or conflict with established or vested rights.

SECTION 8.

That on or before the first day of April of each year the said Boy Scouts of America shall make and transmit to Congress a report of its proceedings for the year ending December thirty-first preceding.*

SECTION 9.

That Congress shall have the right to repeal, alter, or amend this Act at any time.

Approved 15 June 1916

WOODROW WILSON

*As amended August 30, 1964, Pub. L. 88-504, 78 Stat. 636.

CONGRESSIONAL REPORT IN SUPPORT OF ACT TO INCORPORATE BOY SCOUTS OF AMERICA

House Report No. 130, Sixty-Fourth Congress
First Session

February 7, 1916.—Referred to the House Calendar and ordered to be printed.

Mr. Gard, from the Committee on the Judiciary, submitting the following report (to accompany H. R. 755).

The Committee on the Judiciary, to whom was referred the bill (H. R. 755) to incorporate the Boy Scouts of America and to protect its insignia, having carefully considered the same, beg leave to submit the following report with the recommendation that the bill do pass.

The Boy Scout movement is not one seeking to promote a juvenile military system, but is intended to supplement and enlarge established modern educational facilities in activities in the great and healthful out-of-doors where may be the better developed physical strength and endurance, self-reliance, and the powers of initiative and resourcefulness, all for the purpose of establishing through the boys of today the very highest type of American citizenship.

It tends to conserve the moral, intellectual, and physical life of the coming generation, and in its immediate results does much to reduce the problem of juvenile delinquency in the cities. The movement has grown rapidly during the past few years, until it is now organized in practically every community of 4,000 inhabitants and over and in many smaller communities of the United States. During the past two years Boy Scouts have demonstrated the value of the education and training they received as an auxiliary force in the maintenance of public order and in the administration of first-aid and practical assistance in times of great public emergencies. Their services on the occasion of the Ohio floods, at the Gettysburg reunion, in the inaugural ceremonies of President Wilson, and at the recent memorable reunion of the Grand Army of the Republic

in Washington attracted Nationwide attention and received general commendation, particularly from the American National Red Cross and the officials of the Federal and State Governments. The importance and magnitude of its work is such as entitle it to recognition and its work and insignia to protection by Federal incorporation.

The Scout scheme is based upon the methods involved in educating the boy. It is a scheme of placing the boy on honor. In addition to requiring him to live up to a standard or code of laws which insure development of character along proper lines, it requires him to study in order to pass certain tests of qualification. The passing of these various tests is recognized by the award of appropriate badges or medals and insignia.

If any boy can secure these badges without meeting the required tests, the badges will soon be meaningless, and one of the leading features of the Scout program will be lost; likewise, with the uniform that designates the Scout. At the present time this is protected by the use of insignia—a seal woven or stamped into the cloth. All of these various badges and insignia are at present protected by the patent laws, but under the patent laws such protection is available for a limited period only. The passing by Congress of this bill will, it is believed, provide the organization with proper protection for its distinctive insignia, the integrity of which is essential to the maintenance of the movement, and protect it from those who are seeking to profit by the good repute and high standing and popularity of the Scout movement by imitating it in name alone.

The identical language of this bill was incorporated in the bill with amendments thereto, known as H.R. 19907, which was reported from the Committee on the Judiciary on February 3, 1915, with a recommendation that it, as so amended, do pass.

BYLAWS

ARTICLE I. GENERAL

NAME

SECTION 1.

The name of the corporation is Boy Scouts of America. For convenience in these Bylaws the corporation is sometimes referred to as the “Corporation.”

PURPOSE

SECTION 2.

The purpose of the Corporation is as set forth in the original certificate of incorporation under the laws of the District of Columbia, dated February 8, 1910, and restated in the Act of Incorporation enacted by the Congress of the United States of America on June 15, 1916, as follows: “That the purpose of this Corporation shall be to promote, through organization and cooperation with other agencies, the ability of boys to do things for themselves and others, to train them in Scoutcraft, and to teach them patriotism, courage, self-reliance, and kindred virtues, using the methods which are now in common use by Boy Scouts.” In achieving this purpose, emphasis shall be placed upon its educational program and the oaths, promises, and codes of the Scouting program for character development, citizenship training, leadership, and mental and physical fitness.

SEAL; DESIGNATING MARKS

SECTION 3.

Clause 1. The seal of the Corporation shall be in the form of a circle enclosing the universal badge with the motto “Be Prepared” underneath the badge and the words “Boy Scouts of America” around the circle and shall be used only as authorized.

Clause 2. In accordance with provisions of the Charter, the Corporation shall establish and maintain policies to regulate the use of the seal and all other emblems and badges, descriptive and designating marks, and words or phrases associated with or referring to the Boy Scouts of America or any of its affiliates. Such policies may permit the use of the Boy Scouts of America designating marks by third parties as long as such are (i) consistent with the values and purpose of the Corporation, and (ii) pursuant to written agreement between the user and the Corporation. Administration of such policies is the responsibility of the Chief Scout Executive, who may delegate such duties to an officer or employee of the Corporation.

NATIONAL SERVICE CENTER

SECTION 4.

The principal office of the Corporation shall be located in the City of Irving, County of Dallas, in the State of Texas, and shall be known as the National Service Center of the Boy Scouts of America.

FISCAL YEAR

SECTION 5.

The fiscal year of the Corporation shall be the calendar year.

RULES AND REGULATIONS

SECTION 6.

Establishment

Clause 1. In accordance with the provisions of the Charter, the Executive Committee may establish and amend Rules and Regulations for the further governance and guidance of the Boy Scouts of America including its local councils and affiliates.

Amendment

Clause 2. The Rules and Regulations and amendments thereto shall normally be adopted by resolution of the Executive Committee.

Amendment—Reporting Changes to the Executive Board

Clause 3. Any amendment to the Rules and Regulations shall be reported to the members of the Executive Board at its next meeting and unless such amendment is altered or canceled by the Executive Board at such meeting, it will be as effective as if it had been originally adopted by the Executive Board.

PRIORITIES

SECTION 7.

General

Clause 1. These Bylaws shall be consistent with the Charter. The Rules and Regulations shall be consistent with the Charter and the Bylaws. In the event of any conflicts or inconsistencies, the Charter shall govern primarily and the Bylaws secondarily.

Specifics

Clause 2. All statements contained in official publications of the Boy Scouts of America, its local councils and affiliates, including (but not limited to) handbooks, pamphlets, instructions, magazine articles, bulletins, manuals, and letters, which may, from time to time, be issued for clarification or explanation of official language shall be consistent with the language and intent of the Charter, the Bylaws, and the Rules and Regulations. Any contradictory or inconsistent language is unauthorized and without effect.

ARTICLE II. THE NATIONAL COUNCIL

GENERAL

SECTION 1.

In accordance with the provisions of sections 1 and 2 of the Act of Congress, approved June 15, 1916, entitled “An Act to Incorporate the Boy Scouts of America and for Other Purposes,” giving the incorporators therein named the power to provide for the election of their associates and successors, the incorporators, and all persons who were duly elected and qualified as members of the National Council herein provided for their successors duly chosen, shall constitute the corporate membership of the Boy Scouts of America, to be known and designated collectively as the National Council of the Boy Scouts of America.

MEMBERS OF THE NATIONAL COUNCIL

SECTION 2.

General

Clause 1. The National Council of the Boy Scouts of America shall consist of elected and ex officio members as provided for in these Bylaws. All members, except honorary members and commissioned professional Scouters, may vote.

Eligibility Requirements

Clause 2. No person shall be eligible for membership on the National Council who is not a citizen of the United States or has not taken the preliminary legal steps to become a citizen of the United States.

Clause 3. A commissioned professional Scouter is ineligible for voting privileges on the National Council.

The Election and Designation

Clause 4. Members of Executive Board. All persons elected members of the Executive Board shall upon their election become members of the National Council for the term of their election as members of the Executive Board.

Clause 5. Members of Regional Executive Committees and Area Commissioners. Persons serving as members of a regional executive committee and area commissioners shall be members of the National Council during their respective terms.

Clause 6. Local Council Representatives. The duly elected president and council commissioner of a local council shall, during their terms of office, be members of the National Council. Each local council may, in addition, elect one of its members as a member of the National Council for every 5,000 youth members (Cub Scouts, Boy Scouts, Varsity Scouts, and Venturers), or major portion thereof (2,501 or more), enrolled as of December 31 of the preceding year according to the records of the Corporation. Local councils shall certify as to the election of National Council members so elected and to their terms on forms provided for that purpose.

Clause 7. Members at Large. Members at large of the National Council may be elected by the National Council at its annual meeting to serve for 1 year. Persons who become members of national support committees and members of regional committees as defined under article V, section 2 hereof, shall be members at large of the National Council during their respective terms.

Clause 8. Honorary Members. Honorary membership in the Boy Scouts of America shall consist of such citizens of the United States as may be elected thereto by the National Council for terms of 1 year in the furtherance of the program of the Boy Scouts of America.

Credentials of Members

Clause 9. The National Council shall issue certificates of membership and voting credentials to all voting members of the National Council indicating their right to participate and to vote at the annual meeting of the National Council. Votes shall be cast in person at the meeting and not by proxy.

MEETINGS OF THE NATIONAL COUNCIL

SECTION 3.

Regular Meetings

Clause 1. General. The National Council shall meet annually inside or outside of the District of Columbia at such time and place as may be determined by the Executive Board, for the purpose of delivering the annual reports of the officers and various committees of the National Council, electing members at large and honorary members of the National Council and regular members of its Executive Board, and transacting such other business as may come before the meeting. The National Chair shall determine what business is appropriate to come before the meeting. The Executive Board may, in its sole discretion, present matters of significance to the movement for a binding referendum vote of the National Council at the annual meeting and any such matter shall be described in the required notice of the annual meeting.

Clause 2. Notice. A notice of the annual meeting shall be mailed or sent by electronic mail to each member of the National Council at least 30 days in advance thereof, indicating the time and place of the meeting.

Special Meetings

Clause 3. Special meetings of the National Council may be called by the Executive Board at any time and shall be called within 90 days upon the request of at least 5% of the members of the National Council (such request specifying the object of such a special meeting) to be held at such place as the National Chair shall determine, provided, however, that a notice of such meeting, indicating the place and object thereof, shall be mailed to each member of the National Council at least 30 days in advance of the meeting. The business of the meeting shall be limited to the matters included in the notice of the meeting.

Quorum

Clause 4. Five percent of the members of the National Council present in person shall constitute a quorum for all purposes.

Voting

Clause 5. At any meeting of the National Council, each member present shall be entitled to one vote.

Guests

Clause 6. Honorary members of the Boy Scouts of America and such other persons as may be specially invited may attend meetings of the National Council but shall have no vote.

ARTICLE III. THE EXECUTIVE BOARD

POWERS, DUTIES, AND INTERPRETATION

SECTION 1.

Authority of Executive Board

Clause 1. The Executive Board shall, in accordance with the provisions of its Charter and these Bylaws, be the governing body of the Corporation, manage its affairs, elect its officers, and be the final reviewing authority with respect to all matters whatsoever which may arise at any level within the Scouting movement, which in its judgment should be reviewed.

Interpretation

Clause 2. For the purpose of these Bylaws, the phrase “the whole Executive Board” shall mean the number of members on the Executive Board at the time actually holding office and vacancies shall not be included. The Executive Board shall have the following reserved powers that may not be delegated to a committee: amending these Bylaws; changing the mission or purpose of the Corporation; approving nominations to and filling vacancies on the Executive Board and its standing committees; electing officers; approving any merger or dissolution; approving the sale, mortgage, pledge, or transfer of substantially all of the assets of the Corporation; increasing or materially changing the indebtedness of the Corporation beyond any previously authorized level; or authorizing distributions from the Corporation.

MEMBERSHIP

SECTION 2.

The Executive Board of the Corporation shall consist of:

Regular Members

Clause 1. Not to exceed 64 regular members who shall be elected at the annual meeting of the Corporation for 1-year terms. The number of board members comprising the Executive Committee shall not be included in the regular member total.

Regional Presidents

Clause 2. Regional presidents whose terms as members of the Executive Board shall be the same as their respective terms of office as regional presidents. Each regional president who is a regular member of the Executive Board at the time of becoming a regional president shall continue as a regular member of the Executive Board until the end of the term of such, whereupon the individual shall become a regional member provided that at such time the member is still regional president. Nothing herein contained shall prevent a regional member from being elected as a regular member of the Executive Board.

Youth Members

Clause 3. Those persons who shall be registered youth program participants may be appointed by the National Chair with the approval of the Executive Board to serve for a specified term of up to 1 year. A youth program participant may be reappointed for a second 1-year term. The aggregate number of youth program participants shall at no time exceed five.

Special Members

Clause 4. The Chairman of the Advisory Council, the President of the National Eagle Scout Association, the Chairman of the Order of the Arrow Committee, a designated representative of the Board of the National Boy Scouts of America Foundation, and the Chairman of Learning for Life shall serve as ex officio voting members of the Executive Board during their 1-year terms. The names of those proposed to serve shall be submitted for consideration and, if accepted, nomination to the national Governance and Nominating Committee and shall thereafter be elected in the same manner as other members of the Executive Board.

Immediate Past Chair

Clause 5. The Immediate Past National Chair shall be an ex officio voting member of the Executive Board.

ELECTION OF REGULAR MEMBERS; ELECTION, VACANCIES

SECTION 3.

Clause 1. At each annual meeting of the National Council, regular members of the Executive Board shall be elected to serve for a term of 1 year, commencing after the National Annual Meeting, or until their successors have been elected and have qualified.

Clause 2. Where vacancies occur, because of resignation or otherwise, of members before the expiration of their term of office, such vacancies may be filled for the unexpired period of the term by nomination by the Governance and Nominating Committee and confirmation by a majority vote of the remaining members of the Executive Board.

MEETINGS

SECTION 4.

Regular Meetings

Clause 1. The Executive Board will meet at least three times annually at such times and places as may be designated by the Executive Board, with no more than one meeting during any calendar quarter. One meeting a year shall coincide with the National Council annual meeting.

Clause 2. Each Executive Board member must attend a minimum of two board meetings during each term in office. Any vacancy created under this clause may be filled in accordance with the Charter and Bylaws of the Corporation.

Special Meetings

Clause 3. Special meetings of the Executive Board may be called at any time by the National Chair or by 10 or more members. The call of the meeting shall state the purpose, and no other business not included in the notice of the call shall be transacted.

Notice

Clause 4. A notice of all Executive Board meetings shall be sent to each member at least 2 weeks in advance of any such meeting.

Quorum

Clause 5. One-half of the members of the Executive Board, present in person, shall constitute a quorum.

ELECTRONIC COMMUNICATIONS

SECTION 5.

Electronic communications, records, and signatures may be used in connection with all matters contemplated by these Bylaws except to the extent prohibited by applicable law. Except as may be specifically set forth herein, the parties may use and rely upon electronic communications, records, and signatures for all notices, waivers, consents, undertakings, and other documents, communications, or information of any type sent or received in connection with the matters contemplated by these Bylaws. An electronically transmitted (but not oral) document will be deemed to satisfy any requirement under these Bylaws or applicable law that such document be “written,” “in writing,” or the like. An electronic signature or electronically transmitted signature by any person on any document (properly authenticated) will be deemed to satisfy any requirement under these Bylaws or applicable law that such document be “signed” or “executed” by such person. An electronic transmittal or communication (but not oral) of a document will constitute delivery of such document. Neither the Corporation nor any member, Executive Board member, or any committee thereof may contest the authorization for, or validity or enforceability of, electronic records and electronic signatures, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files, or electronic records are to be in writing or signed by the party to be bound thereby.

TELECOMMUNICATION MEETINGS

SECTION 6.

The Executive Board or any committee or subcommittee thereof may meet by telecommunication. Action taken at any such meeting shall be recorded and, if required, the record signed by all members participating and filed as the official minutes of such meeting. All notice and quorum requirements shall apply to such meetings provided that the signing of the record of the action taken shall constitute a waiver of notice by persons so signing.

NATIONAL CHAIR’S COUNCIL

SECTION 7.

Clause 1. There shall be a National Chair’s Council, composed of members of the Executive Board who, because of their tenure, experience, and particular expertise, would be of assistance to the National Chair of the Corporation in assessing the effectiveness of programs and offering advice and counsel on issues affecting the Scouting movement.

Clause 2. There shall be no more than 20 members of the National Chair’s Council who shall be appointed by the National Chair each year for 1-year terms and who shall meet from time to time upon request of the National Chair.

Clause 3. Members of the National Chair’s Council may elect to continue to serve as special members of the Executive Board of the Corporation with full voting privileges, but they will not serve as regular members, as that term is defined in section 2, clause 1 of this article.

COMMITTEES OF THE EXECUTIVE BOARD

SECTION 8.

General

Clause 1. The committees of the Executive Board shall consist of an Executive Committee, and other governance standing committees of the Executive Board which shall, though separately structured, have such powers as shall be conferred or authorized by these Bylaws. In addition, the Executive Committee may authorize subcommittees of the standing committees. The National Chair may also appoint ad hoc committees and task forces to handle special assignments. Each member of the Executive Board shall serve on one governance standing committee. Governance standing committee members shall be appointed by the National Chair.

Clause 2. Duties and Quorum. The duties and responsibilities of governance committees of the Executive Board shall be prescribed in these Bylaws, in the Rules and Regulations, and/or by approval of the Executive Board. Except as otherwise herein provided, a majority of the members of any standing committee or subcommittee, exclusive of ex officio members, present in person shall constitute a quorum. Once a quorum is present the departure of one or more members shall not invalidate the meeting.

Executive Committee

Clause 3. Delegation of Authority to Executive Committee. Except for the powers reserved to the Executive Board, the duty and authority to manage the affairs of the Corporation shall be vested in the Executive Committee. The Executive Committee may not take any of the actions specifically reserved to the Executive Board in section 1 of this article. The Executive Committee may authorize the creation and management of affiliated organizations to engage in activities that directly or indirectly support the Corporation’s and local councils’ ability to achieve the mission of Scouting, provided, however, that any such action shall be reported to the Executive Board at the meeting following any such action.

Clause 4. National Key 3. The National Chair, National Commissioner, and Chief Scout Executive shall be known as the National Key 3. The National Key 3 shall be responsible for addressing issues which arise between meetings of the Executive Committee and for addressing such other matters and having such responsibilities as set forth by the Executive Committee. The National Key 3 will report to the Executive Committee on its significant actions at the Executive Committee’s meetings.

Clause 5. Membership. The Executive Committee shall be comprised of 12 members including: National Chair, National Chair-elect, National Commissioner, Immediate Past National Chair, Standing Committee Chairs, two of which standing committees shall be chaired by the National Chair-elect and Immediate Past Chair, two members-at-large recommended by the National Chair or National Chair-elect and the Chief Scout Executive. The Chief Scout Executive is also a voting member of the Executive Committee. A board member normally will not serve in any office on the Executive Committee for more than four 1-year terms or on the Executive Committee for more than 10 consecutive years.

Clause 6. Meetings. Meetings of the Executive Committee may be called at any time by the National Chair and shall be called by the National Chair within 30 days upon the request of three or

more members of the Committee. It shall be the general practice of the Executive Committee to meet at least three times annually.

Governance Standing Committees

Clause 7. The governance standing committees shall be: Audit and Enterprise Risk Management Committee, BSA Mission and Reputation Committee, Development Committee, Diversity Committee, Finance Committee, Governance and Nominating Committee, and Human Resources Committee. The Chair-Elect shall chair the BSA Mission and Reputation Committee.

Clause 8. Each member of the Executive Board shall serve as a member of one standing committee. Each Executive Board member must attend a minimum of 50% of the meetings of the governance standing committee that the board member is assigned to during each term of office. The National Chair shall appoint new members of the Executive Board to serve on a committee immediately following their election. Standing committees shall have charters setting forth the committee's authority and responsibilities in accordance with any specific provisions of these Bylaws. Charters shall be approved by the Executive Committee. Governance standing committees shall be supported by one or more staff members assigned by the Chief Scout Executive with the approval of the National Chair.

Special Requirements for Governance and Nominating Committee

Clause 9. General Duties. The Governance and Nominating Committee shall make nominations at the annual meetings of the National Council for members-at-large and honorary members of the National Council, regular members of the Executive Board, standing committee chairs, chairs of special committees, and the International Commissioner. The Governance and Nominating Committee shall report its nominations for positions on the Executive Committee and others as required at the first meeting following the election of the Executive Board.

Clause 10. The Immediate Past National Chair shall serve as the Chair of the Governance and Nominating Committee. No member of the Governance and Nominating Committee shall be eligible for reappointment for more than three consecutive terms. No member of the Governance and Nominating Committee shall be eligible for nomination as a member of the Executive Committee.

Clause 11. Submission of Names. The names of possible candidates may be submitted by members of the National Council in writing to the Governance and Nominating Committee for its consideration. The Governance and Nominating Committee will submit nominations:

- (a) To any meeting of the National Council for members at large and honorary members of the National Council and for members of the Executive Board.
- (b) To the Executive Board to fill vacancies in its membership as prescribed in article III, section 3, clause 2.
- (c) To the Executive Board for election of members of the Advisory Council.
- (d) To the Executive Board for honorary officers, and, prior to the annual meeting of the National Council, for members of the Executive Committee, regional presidents, and regional presidents-elect.

Clause 12. The Governance and Nominating Committee shall be given full information concerning all such candidates, together with advice from the Chief Scout Executive.

Clause 13. The Governance and Nominating Committee shall review and, subject to the Governance and Nominating Committee's approval, accept nominations from the regional nominating committees for regional presidents who shall be elected in the same manner as other members of the Executive Board.

Clause 14. A member of the Executive Board whose position has been vacated pursuant to article III, section 3, clause 2 shall be renominated to the Executive Board only with the approval of the Executive Committee.

Clause 15. Committee Procedures.

- (a) On request of any member of the Governance and Nominating Committee, voting shall be by written ballot.
- (b) During the actual voting for the selection of members of the Executive Committee and Executive Board, the Governance and Nominating Committee may, on an affirmative vote of the majority of its members, meet in executive session.

Specific Requirements for Audit and Enterprise Risk Management Committee

Clause 16. The Audit and Enterprise Risk Management Committee shall fulfill the Executive Board's fiduciary responsibilities relating to accounting and financial matters, financial reporting practices, and internal accounting and financial controls. The members shall be knowledgeable on financial and/or risk management matters. The Audit and Enterprise Risk Management Committee shall:

- (a) Recommend independent auditors to the Executive Committee for its selection.
- (b) Recommend to the Executive Board the approval and issuance of the Annual Report of the Treasurer together with the audited financial statements.
- (c) Discuss with the independent auditors the scope of their audit and their fees.
- (d) Discuss with the independent auditors, the internal auditor, and the appropriate administrative officers the Corporation's accounting principles, policies, practices, and reporting policies and practices.
- (e) Discuss with the independent auditors and the internal auditor the results of their audits.
- (f) Discuss with the independent auditors, the internal auditor, and the administrative officers the adequacies of the Corporation's accounting, financial, and operating controls.
- (g) Discuss with the administrative officers, the internal auditor, and the independent auditors any proposed accounting policies which are of sufficient significance to be passed upon by the Executive Board.
- (h) Report to the Executive Board any recommendations and observations with regard to significant financial and accounting matters brought to its attention.

Special Committees of the Executive Board

Clause 17. (Reserved)

Clause 18. A Resolutions Subcommittee of the Governance and Nominating Committee shall review and determine whether any resolution proposed by a member of the National Council is appropriate for discussion at the National Council annual business meeting or whether any such matter should be referred to another committee or dealt with in some other appropriate manner. The Chair of the Governance and Nominating Committee shall appoint members of the Resolutions Subcommittee.

Clause 19. The International Committee is a special committee authorized to represent the Corporation in connection with the World Scouting Organization and to support other international initiatives authorized by the Executive Committee. The International Commissioner shall serve as the chair and appoint members of the International Committee.

Advisory Council

Clause 20. There shall be an Advisory Council to the Executive Board composed of members of the National Council and United States citizens who, because of experience, have a particular expertise that would benefit the national movement and are elected to membership on the Advisory Council by a two-thirds vote of the members of the Executive Board present at any meeting. The Advisory Council shall meet annually.

Clause 21. The Chair of the Advisory Council shall be appointed by the National Chair with the approval of a majority of the Executive Board, to serve for a term not exceeding 1 year or until a successor has been appointed and has qualified. The Chair of the Advisory Council shall be an ex officio voting member of the Executive Board.

Clause 22. The Advisory Council shall be responsible to the Executive Board, acting in an advisory capacity on matters of major national concern. The Advisory Council also may be requested by the Executive Board to carry out specific projects.

Clause 23. Members of the Advisory Council shall receive notice of all such meetings of the Executive Board and be entitled to attend but not to vote.

ARTICLE IV. VOLUNTEER LEADERSHIP, CORPORATE OFFICERS, AND HONORARY POSITIONS

SECTION 1.

VOLUNTEER LEADERSHIP

Clause 1. The National Chair, National Commissioner, and chairs of governance standing committees shall be elected annually by the Executive Board to serve for 1 year or until their successors have been elected and have qualified. An individual normally will not (a) serve as National Chair for more than two 1-year terms or (b) serve in any other position on the Executive Committee for more than four terms.

NATIONAL CHAIR

Clause 2. The National Chair shall serve as chair of meetings of the National Council, the Executive Board, and the Executive Committee. The National Chair shall be a member ex officio of all committees, other than the Governance and Nominating Committee, and shall perform such duties as are or may be assigned by the Executive Board.

NATIONAL CHAIR-ELECT

Clause 3. The National Chair-elect shall be elected annually and serves as chair of the Corporate Mission and Reputation Committee.

IMMEDIATE PAST NATIONAL CHAIR

Clause 4. The Immediate Past National Chair shall be confirmed annually and serves as chair of the Governance and Nominating Committee.

GOVERNANCE STANDING COMMITTEE CHAIRS

Clause 5. The governance standing committee chairs shall be elected annually. Committee chairs shall chair their assigned committees and perform such additional functions as may be assigned to them by the Executive Committee. The Executive Board may designate one of the governance standing committee chairs to serve as National Chair only during the absence or inability of both the National Chair and the National Chair-elect.

NATIONAL COMMISSIONER

Clause 6. The National Commissioner shall represent the Boy Scouts of America in national affairs, be the chief morale officer of the Boy Scouts of America, and represents the commissioner service team.

INTERNATIONAL COMMISSIONER

Clause 7. The International Commissioner shall represent the Boy Scouts of America in international affairs and shall serve as chair of the International Committee.

SECTION 2.

Corporate Officers

Clause 1. The officers of the Corporation shall be the following employees: President, who shall be the Chief Scout Executive and Chief Executive Officer; Treasurer, who shall be the Chief Financial Officer; and Secretary, who shall be the General Counsel.

CHIEF SCOUT EXECUTIVE

Clause 2. The Chief Scout Executive shall be appointed by and shall serve at the pleasure of the Executive Board and shall serve as the chief executive officer of the Corporation. The Chief Scout Executive shall be a voting member of the Executive Committee, Co-Chair of the National Leadership Council, and an ex officio nonvoting member of all other committees except the Governance and Nominating Committee, where the Chief Scout Executive shall serve as staff advisor. The Chief Scout Executive shall not serve after attaining the age of 65 years.

Clause 3. The Chief Scout Executive shall have authority over the management and operations of the Corporation, subject to these Bylaws, the Rules and Regulations of the Boy Scouts of America, and to the authority and direction of the Executive Committee.

Clause 4. The Chief Scout Executive shall have general authority to execute documents on behalf of the Corporation subject to any limitations prescribed by the Executive Committee or Executive Board. The Chief Scout Executive may delegate, as deemed appropriate, his authority to execute documents to any other staff officer or employee. The Chief Scout Executive, Executive Committee, or Executive Board may require a countersignature or adopt other policies with respect to the execution of documents as may be considered appropriate.

Clause 5. The Chief Scout Executive shall prepare an annual plan outlining operational goals and strategies for the Corporation. The plan shall be submitted to the Executive Committee for approval at the National Annual Meeting. The plan shall include the volunteer support committees and reporting structure.

Clause 6. The Chief Scout Executive shall submit a written report to the Executive Committee and Executive Board in advance of the regularly scheduled meetings of the Governance Standing Committees, on progress made on the approved annual plan as well as other matters of interest or significant developments. Significant proposed operational or program changes shall be submitted by the Chief Scout Executive to the Executive Committee for approval.

Clause 7. The Chief Scout Executive shall prepare an annual report of the Boy Scouts of America for each calendar year and, with the approval of the Executive Board, shall transmit it to Congress, as required by the provisions of the federal Charter, and shall present it to the National Council at the time of its annual meeting.

CHIEF FINANCIAL OFFICER AND TREASURER

Clause 8. The Chief Financial Officer shall serve as Treasurer and shall monitor the financial affairs of the Corporation. The Chief Financial Officer shall utilize a system of internal controls

and shall be responsible for the recording and deposit of all receipts of the Corporation, for the proper disbursements of its cash, and for control over all assets of the Corporation, whether real or personal, tangible or intangible, however acquired. The Chief Financial Officer shall provide periodic financial reports as requested by the Executive Committee, Executive Board, or Finance Standing Committee. The Chief Financial Officer shall prepare a report at the end of each calendar year of the expenses and revenues, together with a statement of assets, liabilities, reserves, and funds of the Corporation as at the end of that calendar year, these statements first having been duly audited by independent public accountants approved by the Executive Committee. The Chief Financial Officer shall serve as staff advisor to the Finance Standing Committee and may serve as the chair of any budget subcommittee or task force.

SECRETARY

Clause 9. The General Counsel shall serve as Secretary of the Corporation and shall see that notices are sent to those elected as members of the National Council and to those appointed as members of the governance standing committees. The General Counsel shall serve as staff advisor for governance matters before the Governance and Nominating Standing Committee.

SECTION 3.

National Leadership Council and Operations Support Committees

Clause 1. The purpose of the National Leadership Council and its support committees is to provide an appropriate level of volunteer oversight and subject matter expertise to the Chief Scout Executive on matters related to field operations and programs.

The Chief Scout Executive shall submit an operations support committee structure to accompany the proposed annual goals and strategy for approval by the Executive Committee at the National Annual Meeting.

Clause 2. The National Leadership Council shall be co-chaired by the Chief Scout Executive and a volunteer Board member proposed by the Chief Scout Executive and confirmed by the National Executive Committee. The Council shall advise the Chief Scout Executive and, when appropriate, make recommendations to the National Executive Committee. Members of the Council shall be the operations support committee chairs and staff advisors. While the Chief Scout Executive is responsible for reporting on operational matters to the governance standing committees, if a majority of the volunteer members of the Council recommends a matter be reported to the Executive Committee, the Chief Scout Executive shall include the matter in his next report.

Clause 3. Support committees shall be governed by committee charters setting forth each committee's purpose, authority, annual

goals, and action items. Charters shall be approved by the co-chairs. The staff advisor assigned by the Chief Scout Executive shall be responsible for coordinating the efforts of each committee as well as coordination with other committees or staff advisors. Unless specifically set forth in the committee charter, support committees will have no approval authority.

Support committees may be supported by subcommittees and task forces. Those subcommittees and task forces should be focused based upon area of expertise, and members should possess the skill and knowledge necessary to assist in formulating policies, guidelines, program procedures, and related publications.

Support committees should typically meet in person or by telephone or digital conference or the equivalent on a quarterly basis. Agendas and minutes for committee meetings shall be prepared by the staff advisor and submitted as directed by the Chief Scout Executive.

Clause 4. Support committee chairs may be members of the Executive Board or the Advisory Council, but not the Executive Committee. Chairs shall be appointed by the Chief Scout Executive subject to the approval of the National Chair. Committee members shall be appointed to 1-year terms based upon staff recommendations in consultation with committee chairs and the approval of the Chief Scout Executive. Committee members shall be considered members of a national support committee and members of the National Council. Chairs should typically serve as chairs no more than 4 consecutive years.

Support committee members may be selected based upon their experience and appropriate expertise in the committee's general area of responsibility. Committee members may include persons with no prior affiliation with Scouting. However, committee members must be registered Scouters during their period of service.

SECTION 4.

Honorary Positions

Clause 1. With consent, the current President of the United States may be elected to Honorary National President. Such election shall be by the Executive Board upon the recommendation of the Governance and Nominating Committee.

Clause 2. A living, former National Chair or National President who no longer renders active service may be elected to an honorary position as "Chair Emeritus." Such election shall be by the Executive Board upon the recommendation of the Governance and Nominating Committee.

Clause 3. Those elected to positions under this section are under no obligation to render active service and are not corporate officers or members of the Executive Board in any legal or regulatory sense.

ARTICLE V. REGIONAL ORGANIZATION

REGIONS

SECTION 1.

General

Clause 1. Geographical areas within and without the United States shall be divided into administrative units to be known as regions. The number of such regions, their geographical boundaries, and their designation shall be determined by the Executive Committee.

Responsibilities

Clause 2. Each region shall have a regional executive committee that is responsible for the achievement of approved goals and for the effective operation of each of its councils. The region is responsible for assessing and improving the performance of each council in the region. The region may issue conditional charters to councils within the region as deemed appropriate. Subject to the approval of the National Key 3, the region may realign councils and their territories

and issue transitional charters. The region is responsible for assuring sufficient qualified volunteer and professional leadership in each area and council. The National Executive Committee retains the authority to take any action otherwise delegated to the regions under this Article.

REGIONAL COMMITTEES

SECTION 2.

Organization

Clause 1. Subject to these Bylaws, the Rules and Regulations, and the general control of the Executive Board, each region shall implement national policy and program through a regional committee.

Membership

Clause 2. Regular Members. The membership of the regional committee shall consist of members of the National Council residing in the region and such additional members as may be elected by the regional committee.

Meetings

Clause 3. Each regional committee shall meet once a year at such time and place as the regional executive committee or president may direct.

REGIONAL BOARD

SECTION 3.

General

Clause 1. The regional board, consisting of the regional executive committee plus not more than 50 regular members at large elected annually by the regional committee, shall be the body of the region that reviews matters regarding the Scouting movement as presented or requested by the regional executive committee. Each member at large must hold some specific committee or other regional assignment.

Clause 2. Each regional board member must attend a minimum of one board meeting each calendar year during each term in office. In the event a board member fails to meet this minimum requirement, said board member's position shall be vacated unless the regional executive committee specifically votes to retain the board member as a member of the regional board.

Youth Members

Clause 3. Youth program participants may be appointed by the regional president with the approval of the regional board to serve as members of the regional board, subject to the following criteria:

- (a) The term of appointment shall be for 1 year.
- (b) A youth program participant may be reappointed for a second 1-year term.
- (c) At no time will the aggregate number of youth members exceed five.

Meetings

Clause 4. Each regional board shall meet at least annually at such times and places as the regional president may direct for planning of regional events and activities and for meetings of the regional standing committees for training and planning council service.

REGIONAL EXECUTIVE COMMITTEE

SECTION 4.

General

Clause 1. The regional executive committee shall consist of the elected officers, including the regional president, regional commissioner, regional vice presidents, the area presidents, and the chairs of the regional standing committees as appointed by the regional president, and the regional director. The regional executive committee shall have and may exercise the authority over all matters to which the region is assigned responsibility. The regional presidents shall provide recommendations and report to the Executive Committee on actions taken in connection with the issuance of conditional charters. Any realignment of council territories and issuance of transitional charters shall be approved in advance by the National Key 3. Any recommendation on charter revocation must be made to the Executive Committee.

Meetings

Clause 2. Each regional executive committee shall meet twice annually at such times and places as the regional president may direct.

Authority to Require Council Improvement Plans

Clause 3. The regional executive committee shall have the authority to require councils to adopt improvement plans so as to achieve goals established by the region and aligned with the goals of the Corporation. The improvement plan may be accompanied by a conditional charter.

Regional Key 3

Clause 4. The regional president, regional commissioner, and regional director shall be known as the regional Key 3. The regional Key 3 shall be responsible for addressing issues which arise between meetings of the regional executive committee and for addressing such other matters and having such responsibilities as set forth by the regional executive committee. The regional Key 3 will report to the regional executive committee on its significant actions at the regional executive committee's meetings.

REGIONAL DIRECTOR

SECTION 5.

The regional director of field operations shall serve as secretary of the regional committee, the regional board, the executive committee, and the standing committees.

REGIONAL OFFICERS

SECTION 6.

Regional President

Clause 1. One member of each regional committee shall annually be elected regional president. Regional presidents shall be nominated and elected in the same manner as other members of the Executive Committee. The regional president shall serve as the chair of the regional committee, regional executive board and as an ex officio member of regional committees, other than the regional nominating committee.

Clause 2. One member of the regional committee shall annually be elected regional president-elect, who shall perform such duties as may be assigned by the regional president or regional executive

committee. The regional president-elect shall be elected in the same manner as the regional president. The regional president-elect may designate the regional president-elect to serve as the regional president in connection with regional matters during the regional president's absence or inability to serve.

Regional Vice President

Clause 3. One or more regional vice presidents may be elected to carry out responsibilities as may be assigned by the regional board.

Regional Commissioner

Clause 4. The regional commissioner shall be elected annually and shall (a) be an officer of the region; (b) provide support to areas in membership, charter renewal, and training; and (c) support commissioner service.

Area President

Clause 5. One member from each area of the region shall be elected annually as area president. Area presidents will report directly to the regional president. In the event of a vacancy in an area presidency, the regional president will appoint a successor subject to the approval of the regional executive committee.

Area Commissioner

Clause 6. Each area commissioner shall be elected annually and shall (a) report to the regional commissioner; (b) provide support to councils in membership, charter renewal, and training; and (c) support commissioner service.

Elections

Clause 7. Elections shall be by majority vote of those persons voting. On request of 10 members, voting shall be by secret ballot.

REGIONAL STANDING COMMITTEES

SECTION 7.

Nominating Committee

Clause 1. Except as otherwise provided, the regional and area officers and commissioners and regional executive committee shall be nominated and elected by a regional nominating committee and election process operating in the same manner as is required for similar national positions.

Clause 2. Timing. The nominating committee will be appointed and the chair designated by the regional president at the time of the annual elections or within 30 days following such elections to serve until the next elections.

Clause 3. Nominees. Persons to be nominated and elected annually shall include the regional president, regional vice presidents, area presidents, and members of the regional board.

Clause 4. Suggestions. At least 120 days prior to the regional elections, members of the regional committee will be invited to submit in writing names of persons to be considered for regional committee membership.

Clause 5. Report. The report of the nominating committee will be submitted to all eligible voters in writing at the time of elections.

Other Regional Committees

Clause 6. Regional standing committees shall reasonably mirror national standing committees applicable to the region and the chairs of those committees may serve as members of the counterpart national committee as requested by the chair of the support committee. The regional executive committee may authorize other regional support committees as may be warranted and select chairs.

AREA COMMITTEES

SECTION 8.

Clause 1. The area executive committee, council presidents, and National Council members from the local councils in the area, shall constitute the area committee. The area executive committee, with the approval of the regional Key 3, may approve the establishment of area committees consistent with the regional committee structure and task forces to address assigned matters on a temporary basis, including providing assistance in the realignment of council territories within the region.

Clause 2. The area president, area commissioner, and area director shall be known as the area Key 3. The area Key 3 shall be responsible for addressing issues assigned to them by the regional executive committee.

REGIONAL ADVISORY COUNCIL

SECTION 9.

Clause 1. There shall be an advisory council to the regional board composed of members who because of experience have a particular expertise that would benefit the movement through the region and are elected to membership on the advisory council by a two-thirds vote of the members of the regional board present at any meeting.

Clause 2. Members of the advisory council shall be relieved of the obligation of regular attendance at meetings of the regional board, but shall receive notice of all such meetings and be entitled to attend, but not to vote.

ARTICLE VI. LOCAL COUNCILS

GENERAL

SECTION 1.

Clause 1. Charters. In order to accomplish its purposes and to carry out its programs, the Corporation will charter local councils each with jurisdiction over a prescribed geographical area. All local council charters shall be issued for a period not exceeding 1 year ending June 30 and may be renewed annually upon application, accompanied by reports based upon operations for the preceding calendar year, together with such other evidence as may be

required, showing a satisfactory effort to meet the responsibilities of a local council as herein provided. Such charters shall be contingent on such local councils' fulfilling the basic purpose of the Scouting movement within their specified territory in a sustainable manner, in accordance with these Bylaws and the Rules and Regulations of the Corporation.

Clause 2. Constructive Trust on Council Properties. All funds raised and property owned by local councils in the name of Scouting shall be subject to and used in accordance with the principles of a constructive trust for the benefit of Scouting as set forth

in the Rules and Regulations of the Corporation. The National Council may request councils to provide information regarding assets, funds, properties, and indebtedness, and councils shall supply such information in a timely manner. Upon termination of a local council charter or dissolution of a council, all rights of management and ownership of local council property shall become vested in the National Council for use in accordance with the Rules and Regulations of the Corporation. Local council articles of incorporation and bylaws shall include or be revised to incorporate this provision at the time of chartering or the next charter renewal.

Clause 3. Audits. The National Council shall have the right to audit all records of local councils for compliance with national rules, regulations, and policies. Any report made following an audit shall be shared with the council president, commissioner, and Scout executive. The regional executive committee shall have the right following any audit to take such action as it deems appropriate to correct any deficiencies or violations of any national rules, regulations, policies, or charter agreement.

APPLICATIONS

SECTION 2.

Applications for new charters shall be accompanied by a copy of the proposed Local Council Articles of Incorporation and Bylaws of the council incorporating terms approved and required by the National Council and evidence showing that it will be for the best interests of the youth of the community and the Scouting movement to have a chartered council and that those who are making the application are in a position to perform the functions of the local council in a manner which would justify the issuance of a charter.

CONDITIONS AND TERMINATION

SECTION 3.

Charters to local councils shall be issued by the Corporation. The regional executive committee may at any time add such conditions to a local council charter as it may deem appropriate. Subject to the approval of the National Key 3, the regional executive committee may issue a council a transitional charter in advance of the realignment of territory assigned to a local council. The Key 3 will report on any such transitional charter to the Executive Committee as soon thereafter as feasible under the circumstances. The regional executive committee may, with the approval of the Executive Committee, refuse to renew a local council charter in any instance where it deems such action advisable in the interests of Scouting.

REVOCATION OR MODIFICATIONS OF CHARTERS

SECTION 4.

The Executive Committee may revoke or modify the charter of a local council at any time in its sole discretion when it is believed to be in the best interest of the Scouting movement.

RESPONSIBILITY OF THE LOCAL COUNCIL

SECTION 5.

Clause 1. It shall be the responsibility of each local council to make sure that the general principles of advancement are understood and carried out by the units in the council area.

Clause 2. It shall make Scouting training available to all members of chartered organizations and community groups using the Scouting program while maintaining standards in policies, protecting official badges and insignia, and reviewing and making recommendations regarding unit leadership and finances.

Clause 3. The local council shall supervise advancement procedures to make sure that they are carried out in such a way as to ensure strict adherence to the requirements and standards as set forth in the Rules and Regulations and the official publications of the Boy Scouts of America. The local council shall organize the necessary unit, district, and council procedures to make sure that youth members have an opportunity to advance and receive recognition promptly. It shall provide training for leaders in the principles and conduct of advancement.

Clause 4. No local council Scouter shall have authority to increase or diminish requirements and standards established by the Corporation. A Scouter is an adult who registers with the Boy Scouts of America at the local, area, region, or national level; fulfills the obligations of his or her position; obligates himself or herself to subscribe to the Scout Oath; and agrees to abide by the Rules and Regulations, policies, and other guidelines of the Boy Scouts of America.

Clause 5. Every local council shall operate in a sustainable manner as determined by the regional executive committee and measurement standards established by the National Council. Local councils shall adhere to the policies established by the Corporation regarding the use of the seal and all other emblems and badges, descriptive and designating marks, and words or phrases associated with or referring to the Boy Scouts of America, or any of its affiliates. No local council, including employees or Scouting volunteers, may authorize any third party to trade on the goodwill and reputation of the Boy Scouts of America.

Clause 6. The powers and responsibilities of local councils shall be controlled by these Bylaws and by the Rules and Regulations.

INCORPORATION OF LOCAL COUNCILS

SECTION 6.

General

Clause 1. Local councils duly chartered by the Boy Scouts of America shall, wherever possible, become incorporated under the laws of their respective states pertaining to nonprofit corporations and pursuant to and consistent with these Bylaws and the Rules and Regulations of the Boy Scouts of America. The National Council may issue a prescribed form for local council articles of incorporation and bylaws, adoption of which shall be a condition of the issuance or renewal of the charter.

Approval of Documents

Clause 2. Proposed corporate articles and bylaws of local councils, and any amendments of such articles or bylaws, shall be submitted to the Corporation's National Service Center for review and approval in advance of adoption. When corporate articles are found to be in proper form, a certificate of approval, with consent to incorporate, for Scouting purposes under the name agreed upon, shall be furnished in behalf of the Boy Scouts of America. This certificate shall be attached to the corporate articles when filed by the local council with the state authorities. Any changes to the bylaws of the local council shall be approved in advance by the National Service Center, and any changes to the requirements for

local council bylaws established by the Executive Committee shall be incorporated into the local council bylaws.

ORGANIZATION AND OPERATION

SECTION 7.

Clause 1. The membership of each local council shall consist of a chartered organization representative from each chartered organization and additional members at large from within the territorial boundaries of the local council, totaling a minimum of 100 adults. When a council is incorporated, its incorporators shall be its initial members. Thereafter its members-at-large shall be elected annually by the council membership.

Clause 2. The executive board of each local council shall consist of (a) not fewer than 25 nor more than 50 members elected by the local council from among its active members; plus (b) the officers of

the Corporation, including the Scout executive (who shall have no vote); (c) the chairs of the committees of the executive board; (d) the chairs of each district committee, upon being approved by the executive board; and (e) not more than two youth members, who shall be registered members or adult program participants (as defined in Article VII, Section 1) appointed by the council president with the approval of the executive board to serve for a term of 1 year. The executive board shall be the governing body of the council and shall be responsible for its operations and its assets.

Clause 3. The executive board annually shall elect its officers of the council, which will consist of a president, one or more vice presidents, a treasurer, and a council commissioner. The officers of the council shall be nominated and elected by a council nominating committee and election process operating in the same manner as is required for similar national positions.

ARTICLE VII. YOUTH MEMBERSHIP

GENERAL

SECTION 1.

Those eligible to participate in programs designed for youth and young adults shall collectively be known as “members” or “youth program participants.” Participation in programs shall be open to any person who meets the requirements for membership. Program participants who are at least 18 years of age and older and eligible to participate in programs designed for youth shall be referred to as “adult program participants.”

MEMBERSHIP, ADVANCEMENT, AND ACHIEVEMENT

SECTION 2.

Membership in programs, advancement, and achievement of leadership in Scouting is open to all persons who qualify for membership and participation in the program, without regard to race, gender, sexual orientation, gender identity, ethnic background, or religion, and who subscribe to the Declaration of Religious Principle. Advancement and achievement of leadership in Scouting shall be based entirely upon individual merit.

ARTICLE VIII. ADULT LEADERSHIP

GENERAL

SECTION 1.

Leadership Qualifications

Clause 1. General. No person shall be approved as a Scouter or leader unless, in the judgment of the Corporation, that person possesses and demonstrates the moral, educational, and emotional qualities deemed necessary for leadership and satisfies such other qualifications as it may from time to time require.

Clause 2. Authority of Region. The Executive Committee and regional Key 3 shall have the right to take action against any Scouter found to have violated any rule, regulation, or policy of the National Council, including expiring the registration of any such Scouter. Any Scouter whose registration is expired shall be deemed to have resigned any appointed or elected office or board position on any council, area, regional, or national executive board or committee. This provision shall not be construed to limit (a) the ability of a local council to request action or (b) the authority of the National Council to take action with respect to any member or adult leader considered unsuitable to serve. The Chief Scout Executive may establish the process for any such action.

Clause 3. Positions. The National Council or regional executive committee may limit the registration of any volunteer adult Scouter to such position(s) as it deems to be in the best interests of Scouting and such person shall not be allowed to register in any position other than the designated position(s).

PROFESSIONAL LEADERSHIP

SECTION 2.

General

Clause 1. Status. The commissioned status of professional Scouters is separate and distinct from their employment. The commissioning of a Scouter does not in itself entitle a professional to be appointed to or to retain a position. The appointment of an individual to a position in Scouting does not in itself entitle him to receive a commission.

Professional Scouters

Clause 2. General. A corps of qualified and trained professional Scouters is essential to the success of the whole Scouting movement. To secure and retain such people for service in the national and local councils, their professional status must be clearly defined. Commissioned professionals must be eligible for, apply, and be accepted as a Scouter before they are eligible for commissioning or employment.

Clause 3. Commissioning and Decommissioning. The Executive Committee may establish requirements to be met by any person seeking to become or remain a professional Scouter. The Chief Scout Executive is responsible for the commissioning and decommissioning of all professionals and, in the absence of requirements established by the Executive Committee, shall exercise discretion in administering the commissioning and decommissioning process. The Chief Scout Executive shall separately issue commissions to certify qualified professionals to serve as council Scout executives. The Chief Scout Executive may

refuse to certify as qualified or remove the certification of any council Scout executive when, in the sole discretion of the Chief Scout Executive, it is determined that they are no longer qualified to hold that certification. Except for newly employed, pre-commissioned professionals, no person may be employed in a professional capacity by any local council or by the Corporation who does not hold a currently valid commission.

Employment

Clause 4. Rules and Guidelines. The Executive Committee, subject to the provisions of these Bylaws, shall establish rules

and regulations covering the employment, training, promotion, tenure, demotion, and retirement or discharge of all professional and other employees of the Corporation and of all professional employees of the local councils.

Clause 5. Authority of the Chief Scout Executive. The Chief Scout Executive is, subject to these Bylaws, the Rules and Regulations, and the decisions of the Executive Board, authorized to appoint and remove all employees of the Corporation and to direct their work.

ARTICLE IX. POLICIES

POLICIES

SECTION 1.

Declaration of Religious Principle

Clause 1. The Boy Scouts of America maintains that no member can grow into the best kind of citizen without recognizing an obligation to God. In the first part of the Scout Oath the member declares, "On my honor I will do my best to do my duty to God and my country and to obey the Scout Law." The recognition of God as the ruling and leading power in the universe and the grateful acknowledgment of His favors and blessings are necessary to the best type of citizenship and are wholesome precepts in the education of the growing members. No matter what the religious faith of the members may be, this fundamental need of good citizenship should be kept before them. The Boy Scouts of America, therefore, recognizes the religious element in the training of the member, but it is absolutely nonsectarian in its attitude toward that religious training. Its policy is that the home and the organization or group with which the member is connected shall give definite attention to religious life.

Activities

Clause 2. The activities of the Boy Scouts of America shall be carried on under conditions which show respect to the convictions

of others in matters of custom and religion, as required by the twelfth point of the Scout Law, reading, "Reverent. A Scout is reverent toward God. He is faithful in his religious duties. He respects the beliefs of others."

Freedom

Clause 3. In no case where a unit is connected with a church or other distinctively religious organization shall members of other denominations or faiths be required, because of their membership in the unit, to take part in or observe a religious ceremony distinctly unique to that organization or church. However, no church or religious organization holding a valid charter shall be required to accept as an adult leader any person whose espoused personal beliefs are in conflict with the chartered organization's religious principles.

Leaders

Clause 4. Only persons willing to subscribe to these declarations of principles shall be entitled to certificates of leadership in carrying out the Scouting program.

Clause 5. Rules and Regulations approved by the Executive Board or Executive Committee shall be considered no less important to the Corporation merely because they are not specifically set forth in the Bylaws.

ARTICLE X. PROGRAM

PROGRAM OBJECTIVES

SECTION 1.

The program shall be one designed to achieve objectives in character development, citizenship training, leadership, and mental and physical fitness.

In its several phases the program shall be adapted to the groups into which program participants are divided and shall be as set

forth from time to time in these Bylaws, Rules and Regulations, and other publications of the Corporation.

In all activities, emphasis shall be placed upon practice in daily life of the principles of the Scout Oath. In association with suitable adult leadership, members registered in Scouting will be guided to develop traits of character which are expressed in self-reliance, consideration of and help to others, personal courage, and above all in lives of useful citizenship.

ARTICLE XI. BUSINESS

FINANCE

SECTION 1.

Expenses

Clause 1. The necessary expenses of the Corporation shall be met from the receipts from annual registration fees and contributions; from the proceeds from sales of publications and supplies; and from such other sources as may be determined by the Corporation.

Contributions

Clause 2. Contributions shall be solicited in the name of the Boy Scouts of America only through or by the authority of the Corporation, and shall be limited to the National Council or chartered local councils, in accordance with these Bylaws and Rules and Regulations of the Corporation. Youth members shall not be permitted to serve as solicitors of money for chartered organizations, for the local council, for the National Council, for corporate sponsors, or in support of other organizations. Adult leaders and

youth members shall not be permitted to serve as solicitors in support of personal or unit participation in local, national, or international events.

Fundraising

Clause 3. Youth members may sell products as part of an approved fundraising project if (i) the nature of the product is consistent with the values and purpose of the Corporation; (ii) the value of the product is commensurate with the price at which it is offered; and (iii) it is in accordance with the Bylaws and Rules and Regulations of the Corporation. Furthermore, any product that is sold or offered for sale as part of an approved fundraising project and bears any emblems, logos, brands, or other designating marks associated with the Boy Scouts of America must be manufactured by a BSA licensee authorized by the Corporation to use such designating marks in that manner on those specific products. No youth member shall engage in such sales of products for more than 12 total weeks during any one 12-month period.

Deposit of Funds

Clause 4. All funds shall be deposited in such depositories as shall be approved by the Executive Board.

Custody of Securities

Clause 5. The securities of the Corporation shall be deposited in any such deposit vault or vaults or with such bank or banks, trust company or trust companies, or such other depositories, and access thereto shall be provided as may from time to time be determined by the Executive Board. Access to the securities may be had as provided in the Rules and Regulations or by resolution of the Executive Board and not otherwise.

They may be examined or withdrawn by such officer or officers or other employees of the Corporation as may from time to time be designated by the Executive Board. The Executive Board by resolution may authorize any two members of the Executive Board of the Corporation to have access to the securities for the purpose of audit or such other purpose as it may specify in the resolution.

Checks, Notes, Etc.

Clause 6. Except as otherwise provided by law or in these Bylaws, all checks, drafts, notes, bills of exchange, or other orders, instruments, or obligations for the payment of money shall be signed by such officer or officers, employee or employees, or agent or agents of the Corporation as shall be specified by the Executive Board.

DEEDS, CONTRACTS, BONDS, ETC.

SECTION 2.

Authority to Execute Documents

Except as otherwise provided by law or in these Bylaws, officers of the Corporation shall sign, in the name and on behalf of the Corporation, all deeds, bonds, contracts, or mortgages. Provided, however that the execution of such documents relating to the powers reserved to the Executive Board in Article III, Section 1, Clause 2, shall be authorized by the Executive Board, separately and specifically beforehand.

ARTICLE XII. SPECIAL SITUATIONS

EXPERIMENTAL PROGRAMS

SECTION 1.

From time to time the Executive Board may wish to authorize experimental programs to determine how best to achieve the purpose of the Boy Scouts of America under changing conditions. If such experimental programs are in any manner inconsistent with these Bylaws, the programs shall be adopted only in accordance with the procedures established in the Rules and Regulations.

OVERSEAS SCOUTING

SECTION 2.

General

Clause 1. To further its objectives of extending membership privileges to citizens of the United States in other parts of the world, the Corporation authorizes the registration of youth members and leaders and the establishment of units in areas lying outside of the jurisdiction of any local council.

Policy of Cooperation

Clause 2. To foster and strengthen the close and friendly relationship that exists between the Boy Scouts of America and other Scout associations, members and leaders of units will work in close harmony with their fellow Scouts and Scouters in the area.

Services

Clause 3. Administration, organization, program, and training services shall be furnished by the International Division of the

Corporation with the cooperation of region, area, or council where such can be utilized.

Deviations

Clause 4. To the extent feasible, the provisions of the Bylaws, Rules and Regulations, and policies of the Corporation relating to its domestic units shall apply to Direct Service units. It is recognized that as the application of certain of these may be impractical, their waiver or modifications will be permitted. Also due to varying conditions, it is recognized that such waiver and modification could result in nonuniform application as between units.

Any deviations will be authorized by the Executive Committee, whose authority may be delegated to a committee or subcommittee. Major deviations of a general nature normally will be set forth in the Rules and Regulations.

LEARNING FOR LIFE

SECTION 3.

Clause 1. To further the mission of the Boy Scouts of America to meet and serve the needs of youth and communities, the Corporation authorizes the establishment of an affiliated separate corporation to be known as Learning for Life, to work in cooperation with our nation's schools and businesses.

Clause 2. Learning for Life is a nontraditional, nonmembership, educational outreach program that takes place during or after school hours and is not part of the traditional Scouting program.

Clause 3. Exploring is Learning for Life's workforce development career program for young men and women who meet the participation requirements.

Clause 4. Exploring is based on five areas of emphasis: career opportunities, life skills, citizenship, character education, and leadership experience. Local community organizations initiate an

Explorer post by matching their people and program resources to the interests of young people in the community.

Clause 5. The program, organization, and administration of and qualifications for participation in Learning for Life shall be established by Learning for Life.

ARTICLE XIII. INDEMNIFICATION

INDEMNIFICATION

SECTION 1.

The Corporation shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in any action, suit, or proceeding, civil or criminal (a "Proceeding"), because such person, or a person of whom such person is the legal representative, (i) is or was a member of the Executive Board, a committee of the Executive Board, a subcommittee of a committee of the Executive Board, or an officer of the Corporation; or (ii) while a member of the Executive Board, a committee of the Executive Board, a subcommittee of the Executive Board, or an officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, agent, or employee of another corporation or organization, to the fullest extent that a nonprofit corporation may grant indemnification to such a person under applicable law, without subjecting the Corporation to any income or excise tax under the Internal Revenue Code of 1986, as amended, or the corresponding provision or provisions of any subsequent United States Internal Revenue law or laws; provided, however, that any right to indemnification from the Corporation under this provision shall not extend to any matter as to which such person shall have engaged in wanton or willful misconduct in the performance or neglect of a duty owed to the Corporation.

Any right to indemnification under this provision shall be a contract right and shall include the right to be paid by the Corporation expenses incurred in defending such Proceeding in advance of its final disposition to the maximum extent permitted under applicable law. Any person who has requested an advancement of expenses under this provision and has not received such advance within 30 days of such request, may thereafter bring suit against the Corporation to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid also the expense of prosecuting such claim. In any such action, the burden of proof shall be on the Corporation to prove the claimant is not entitled to such payment. The rights conferred herein shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, vote of the Executive Board or a committee or subcommittee thereof, agreement or otherwise. This provision shall not be deemed to limit any power or exclude any right of the Corporation to provide any additional or other indemnity or right, or to maintain insurance or a similar arrangement for or on behalf of any person. If this provision should be invalid or ineffective in any respect, the validity and effect of this provision in any other respect shall not be affected.

ARTICLE XIV. WAIVERS AND AMENDMENTS

WAIVERS

SECTION 1.

Whenever any notice is required by these Bylaws or by any law to be given to any member of the National Council, member of the Executive Board, or any committee or any officer, such notice except as otherwise provided by these Bylaws or by any law may be given personally or by fax or electronic mail addressed to the person at such person's place of business, if any, or (to the extent applicable) at such address as has been given to the Corporation as the home address of the person; or the notice may be given in writing by mail, in a sealed wrapper, postage prepaid, addressed to such person at such address. Any notice given by fax or electronic mail shall be deemed to be given when it shall have been delivered for transmission and any notice given by mail shall be deemed to have been given when it shall have been deposited in a post office, in a regularly maintained letter box, or with a postal carrier. A waiver of any such notice in writing, signed by the person entitled to such notice as required, shall be deemed the equivalent thereof,

and the presence at any meeting of any person entitled to notice thereof shall be deemed a waiver of such notice as to such person.

AMENDMENT OF BYLAWS

SECTION 2.

Procedures

Clause 1. These Bylaws may be amended at any meeting of the Executive Board by the affirmative vote of a majority of the whole Executive Board; upon the recommendation of the Executive Committee of the Executive Board; or when the proposed amendment has been sent to the members of the Executive Board at least 15 days in advance of the meeting.

Promulgation

Clause 2. All changes in the Bylaws, when made, shall be announced to the national and local councils in such manner as the Executive Board shall direct.

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EXHIBIT D

(Rules and Regulations)

RULES AND REGULATIONS OF THE BOY SCOUTS OF AMERICA

JUNE 2020



BOY SCOUTS OF AMERICA®

JUNE 2020 CHANGES

Section III, Local Councils, Local Council and Unit Finance

Deleted provision allowing local councils to charge unit or activity fee or participant surcharge to be applied to national liability insurance program.

Section V, Individual Registration, Registration of Youth Members and Adult Program Participants

Deleted sentence prohibiting local councils from charging additional youth membership fee.

Section V, Individual Registration, Individual Registration, Local Council Registration or Program Fees

Added provision allowing local councils to charge annual registration fee not to exceed national registration fee.

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I. DEFINITIONS

Adult. Unless otherwise stated, the word “adult” refers to a person 18 years of age or older.

Adult Program Participant. An adult program participant is any person 18 years of age or older who registers to participate in a program in which youth members are also eligible to participate; obligates himself or herself to regularly attend the meetings; fulfills a member’s obligation to the unit; subscribes to the Scout Oath; and participates in an appropriate program based on the current guidelines of the Boy Scouts of America. Adult program participants are subject to the same guidelines as adult Scouters when required by policies and guidelines.

Boy Scouts of America. The Boy Scouts of America means the Boy Scouts of America, National Council.

Council Scouter. A council Scouter is an adult volunteer leader serving as a member of the council, a council officer, a board or committee member, or a chartered organization representative.

District Scouter. A district Scouter is an adult volunteer leader serving on a district committee or district commissioner’s staff.

Leader. A leader is an adult Scouter registered in a position of leadership or responsibility at the council, district, or unit level.

Member. Unless otherwise stated, a “member” is a youth member and, in context, an adult program participant.

National Council. National Council is generally synonymous with the Boy Scouts of America.

National Service Center. The National Service Center is the Boy Scouts of America National Council headquarters at Irving, Texas.

Official Scouting Activity. An official Scouting activity is an activity consistent with the values, Charter and Bylaws, Rules and Regulations, policies, manuals, and applicable literature of the Boy Scouts of America.

Scouter. A Scouter is an adult who registers with the Boy Scouts of America at the local, area, region, or national level; fulfills the obligations of his or her position; obligates himself or herself to subscribe to the Scout Oath; and agrees to abide by the Rules and Regulations, policies, and other guidelines of the Boy Scouts of America.

Scouter Code of Conduct. www.scouting.org/health-and-safety/gss/bsa-Scouter-code-of-conduct

Scouting. In context, Scouting refers to the collective programs of the Boy Scouts of America.

Scouts BSA. In context, Scouts BSA is the program for eligible youth who have completed or are too old for the Cub Scout program.

Unit Scouter. A unit Scouter is an adult leader registered with a unit, except for a chartered organization representative who is considered a council Scouter.

Youth. “Youth” generally means a youth member or adult program participant registered in a program.

Youth Leader. A youth leader is a youth member or adult program participant occupying a position of responsibility for leadership development purposes as a youth as opposed to an adult leader.

Youth Member. A youth member is a youth under 18 years of age who, with the approval of a parent or guardian, becomes a member of a unit; obligates himself or herself to regularly attend the meetings; fulfills a member’s obligation to the unit; subscribes to the Scout Oath; and participates in an appropriate program based on the current guidelines of the Boy Scouts of America.

Youth Programs. A youth program is any program serving youth members and adult program participants.

II. POLICIES

Code of Conduct

Members and Scouters should conduct themselves in accordance with the Scout Oath and Scout Law. Additionally, the Boy Scouts of America may adopt rules or codes of conduct for youth members, adult program participants, and adult leaders, as well as others for specific positions. A code of conduct is enforceable in the same manner as these Rules and Regulations.

Cooperation With National Movements

With the consent of the local council, members and leaders of the Boy Scouts of America may cooperate with established nonpartisan and nonsectarian national movements for the relief of humanity in undertakings to raise money by giving personal service, provided, however, that this not involve the use of youth members as collectors or solicitors of money.

Participation in Public Functions

Scouters must, when practicable, cooperate in connection with civic or other public gatherings of a nonpartisan and nonpolitical character in a way that gives youth members an opportunity to render service in harmony with their training instead of merely taking part in parades in their uniforms. Any such participation must be consistent with the principles of the Scouting movement.

Scouting Public Display Activities

Local councils may approve the sale of tickets for the public display of Scouting activities, such as merit badge shows, circuses, rallies, and demonstrations, when: (a) the nature of the program or function offers a value commensurate with the purchase price of tickets offered for sale, (b) the sale of tickets is not used as an indirect method of defeating the purpose of any other provision of these Rules and Regulations, and (c) the participation of youth members in the sale of tickets for such affairs is confined to their parents, families, and friends and does not involve methods similar to those used in the sale of tags or other general solicitation.

Commercialism Policy

The National Council has the sole right to authorize the use of insignia, words, phrases, designation marks, pictorial representations, and descriptive remarks relating to the program of the Boy Scouts of America on commercial products, promotional efforts, and/or sale and distribution to members of the Boy Scouts of America and/or the general public. The use of the same by local councils must be only as authorized by the National Service Center.

No Scouter; member, employee, or representative of the Boy Scouts of America; or any local council or unit is authorized to use any logo, insignia, terms in common usage, or descriptive marks relating to Scouting for any commercial purpose without the express written authorization of the National Council for the subject use.

No Scouter; member, employee, or representative of the Boy Scouts of America; or any local council or unit is authorized to enter into a contract or relationship of a commercial character directly involving or obligating the Boy Scouts of America or that uses the seal, emblems, badges, descriptive marks, words, or phrases associated with or referring to the Boy Scouts of America unless duly authorized by the Chief Scout Executive.

A local council may not grant permission to any third party for the use of any logo, insignia, terms in common usage, or descriptive marks relating to Scouting unless that third party is authorized or licensed in writing by the National Council. Any use of a Boy Scouts of America designating mark by a local council must avoid appearing to be an endorsement of any commercial product or venture except in connection with approved corporate sponsorships entered into by the National Council as authorized by the Chief Executive.

The National Council will not engage in direct product sales for fundraising unless conducted in such a manner as to also provide support opportunities for local councils and/or units. Any such activity shall be approved in advance by the National Executive Committee. Provided, however, the Chief Executive may authorize commercial sponsorships and digital media sponsorships in connection with publications and digital media.

Local Council and Unit Fundraising

Subject to the Bylaws, Rules and Regulations, policies, and guidelines of the Boy Scouts of America, chartered organizations and units may engage in projects to earn money to participate in Scouting, provided that all approved procedures for doing so are followed, including prior approval by the local council. Chartered organizations and units must not allow money-earning projects to be promoted or advertised in a manner that does not clearly indicate the project is for the direct and sole benefit of the Scouting unit. Fundraising projects involving games of chance, lotteries, sale of raffle tickets, or bingo, or which could be construed as a gambling activity and those in the nature of pyramid sales or multilevel marketing are prohibited.

Advertising Policy

Advertisements for placement in Scouting publications and other media, in addition to meeting the standards in general use by publishers of high-grade periodicals and other advertising media, must:

- (a) Relate to a service or product that could reasonably be foreseen to render some service to the audience of the advertisement, or relate in some way to the purposes of the Boy Scouts of America, and
- (b) Merit the purchase price of the article or service offered in the advertisement.

No advertisement will use or display any logo, insignia, terms in common usage, or descriptive marks relating to Scouting without conforming to all currently accepted procedures and guidelines as established by the National Council.

Policy Concerning Political Questions

The Boy Scouts of America must not, through its governing body or through any of its officers, chartered councils, Scouters, or members, involve Scouting in political matters. However, this must not be interpreted to prevent the teaching of ideals of patriotism and good citizenship as required to fulfill the Boy Scouts of America's purpose. Faith-based teachings incorporated into the Scouting program by religious chartered organizations in a manner consistent with the Bylaws are not considered political matters. This policy does not prohibit the Boy Scouts of America from expressing its opinion upon matters of governmental concern when considered in its best interest by the governing body of the Boy Scouts of America.

This policy does not limit the freedom of thought or action of any Scouter or member as an individual in a manner not directly or indirectly implying a connection to Scouting.

Policy Concerning Military Training

Technical military training and drill must not be included in the Scouting program.

Conflict-of-Interest Policy

A fundamental principle of ethics is that any person who exercises discretionary authority on behalf of the Boy Scouts of America may not use this authority for his or her own benefit.

It is therefore the basic policy of the Boy Scouts of America that all Executive Board members or members of any committee thereof or officers or employees of the Boy Scouts of America have a duty to be free from the influence of any conflicting interest when they act on behalf of the Boy Scouts of America or represent it in negotiations or advise others in the Boy Scouts of America with respect to dealing with third parties. They are expected to deal with suppliers, customers, contractors, and others having dealings with the Boy Scouts of America on the sole basis of that which is in the best interest of the Boy Scouts of America, without favor or preference to third parties based on personal considerations. To this end, the following is the policy of the Boy Scouts of America:

- (a) No member of the Executive Board or member of any committee thereof or officer or employee of the Boy Scouts of America may accept from any person, directly or indirectly, whether by himself or herself or through his or her spouse or a member of his or her family or through any partner or business or professional associate, any gift, favor, service, employment or offer of employment, or any other thing of value that he or she knows or has reason to believe is made or offered to him or her with the intent to influence him or her in the performance of his or her duties as a member of the Executive Board or member of any committee thereof or officer or employee of the Boy Scouts of America.
- (b) No member of the Executive Board or member of any committee thereof or officer or employee of the Boy Scouts of America who is a partner, officer, or employee of a partnership, firm, or corporation or who owns or controls, directly or indirectly, more than 10 percent of the stock of such corporation, may represent, appear for, or negotiate on behalf of the Boy Scouts of America in connection with the acquisition or sale by the Boy Scouts of America of any interest in real or tangible or intangible personal property from or to such partnership, firm, or corporation or any purchase of services from or to such partnership, firm, or corporation.
- (c) No member of the Executive Board or member of any committee thereof may participate by discussion, voting, or by any other action taken by the Executive Board, or any committee thereof, in the enactment of or defeat of a motion in which that member has an interest as defined in paragraph (b) above. In case any such matter is discussed at any meeting where any Executive Board or committee member who has such an interest is present, the member must promptly disclose that interest in the matter to be voted on to the chairman of the meeting. The member may not vote on the matter and, at the discretion of the disinterested members present, may be required to leave the meeting during the discussion and the voting on the matter.
- (d) The Boy Scouts of America may not enter into any transaction with any individual or entity that is a "disqualified person" with respect to the Boy Scouts of America under Section 4958 of the Internal Revenue Code, if such transaction would constitute an "excess benefits transaction" under that same section.

III. LOCAL COUNCILS

Local Council Registration and Fees

The requirements set forth in the application for new or renewal charters as well as policies and guidelines must be satisfied in order to maintain the local council in good standing and eligible for a renewal charter. The application must also be accompanied by a statement of compliance with all membership validation requirements and the local council must maintain all membership validation records on file for no less than five years.

An annual registration fee, known as the council charter fee and determined from time to time by the Executive Committee and announced to the field, must be paid by local councils to the National Council upon charter application or renewal application. An annual assessment, known as the national service fee, for which the calculation will be determined from time to time by the Executive Committee and announced to the field, must be paid by the local councils to the National Service Center. This fee will be paid during the 10-month period beginning in February and ending in November.

Council Operations

Councils must be organized and operated pursuant to the Bylaws, Rules and Regulations, policies, and guidelines of the Boy Scouts of America. Local councils serve as the local representative of the National Council in administering the Scouting program and accepting and processing applications for membership, registration, and unit charters, as well as all other applications for certificates, commissions, awards, and other matters subject to the approval of the National Council. However, local councils are not agents of the National Council and have no authority to bind the Boy Scouts of America or act in a manner inconsistent with the Bylaws, Rules and Regulations, policies, and guidelines of the Boy Scouts of America. Council executive board members must be and remain registered in that position after their election to be eligible to serve.

Responsibilities of Local Council

It is the duty of the local council to promote the Scouting program through the organization and annual registration of units and their personnel and to provide leadership and support of program activities in such a manner as to ensure compliance with the provisions of the Bylaws, Rules and Regulations, policies, and guidelines of the Boy Scouts of America. Local councils must guard against the use of the official insignia and uniform by persons not registered with or authorized by the Boy Scouts of America and to bring to the attention of the Boy Scouts of America violations of regulations or attempts to commercialize Scouting. Local councils should encourage eligible units and youth to participate in a high-adventure activity or superactivity away from home each year. Local councils must provide the support necessary to ensure opportunities for advancement, awards, and recognition in accordance with the guidelines of the Boy Scouts of America.

District Organization

For the purpose of unit service and program administration, a local council may be divided geographically or functionally into such districts as the local council executive board may determine. Districts must operate pursuant to the Bylaws, Rules and Regulations, policies, and guidelines of the Boy Scouts of America. Their purpose is to make effective in the territory the policies and programs adopted by the local council, its executive board, and council committees. The administration of Scouting in each district will be exercised by the local council through a district Key 3, committee, and commissioner staff. The district committee, the operating committees of the district, and the district commissioner staff have no legislative authority.

Council Program Promotion Outside of Assigned Territory

Local councils may not directly or indirectly solicit, advertise, or otherwise use or authorize the use of any logo, insignia, terms in common usage, or descriptive marks of the Boy Scouts of America or status as a chartered affiliate outside of the United States to recruit non-Scouts to local programs. Local councils may publicize the availability of local council programs, including camps, in domestic publications if the facilities are suitable and in compliance with applicable laws, rules, and regulations.

Local Council and Unit Finance

No unit or local council has the authority to commit the National Council to any financial obligation whatsoever. All money raised by or received for the benefit of a unit or local council and all property acquired by a unit or local council will be deemed to be received or acquired solely for the benefit of Scouting as interpreted by and in accordance with the Bylaws, Rules and Regulations, and policies of the Boy Scouts of America.

Subject to these Rules and Regulations, local councils control the raising and expenditure of all funds for local Scouting work in their jurisdiction. Each chartered local council must render annually to the community in which it is located a duly audited statement of all funds collected and expended and must furnish a copy thereof to the National Service Center.

Real Estate

Except as hereafter provided with respect to incorporated local councils, the title to all real estate acquired for a unit or local council must be vested in a bank or trust company, in trust for the use of the unit or local council in accordance with the wishes of the donor with the provision that if such property cannot be utilized in such a manner, and title does not revert to the donor, that title or beneficial use of the property must nonetheless be for the benefit of Scouting in the local area.

Any incorporated local council may hold title to real property in its own name provided that in the event of the dissolution of the unit or council or the revocation or lapse of its charter said trustee or trustees will, after satisfying any claims against such unit or council to which such real estate may be subject, convey said property or, if sold, pay the net proceeds of such sale to the Boy Scouts of America, which may hold or use said property or funds for the benefit of Scouting in such locality or elsewhere if there is not suitable opportunity to use said property or funds in such locality. Any incorporated local council holding title to real property in its own name must ensure that its certificate or articles of incorporation expressly provide for the conveyance of such property or the net proceeds from the sale thereof to the Boy Scouts of America in the event of the dissolution of the local council or the revocation or lapse of its charter in a manner consistent with this provision.

Restricted Funds

Restricted funds received by a unit or local council must in all cases be held (a) in trust by either a corporate trustee for a bank or trust company, the National Boy Scouts of America Foundation, or the Boy Scouts of America Endowment Master Trust; or (b) in the Boy Scouts of America Commingled Endowment Fund LP for the use of the unit or the local council, in accordance with the wishes of the donors, with the provision in the statement of the conditions governing the administering of the funds that in the event of the dissolution of the unit or council or revocation or lapse of its charter said funds will, after any claims against said funds are satisfied, be turned over to the Boy Scouts of America for use by the Boy Scouts of America for the benefit of Scouting in such locality and for the specific purposes for which the fund was granted. If there is no suitable opportunity for the use of said funds in such locality, they may be used elsewhere.

Council or Unit Assets Upon Dissolution

Consistent with the Bylaws, in the event of the dissolution of a council or the revocation or lapse of its charter, the Executive Committee may, at its option, authorize the National Council to assume charge of the affairs of the council and continue operation pending reorganization or re-establishment of the council or wind up the business of the council. All funds and property in the possession or control of such council must be applied to the payment of the council's obligations. Any surplus funds or property may thereafter be administered as deemed to be in the best interest of Scouting.

In the event of the dissolution of a unit or the revocation or lapse of its charter, unit funds and assets must be used to first satisfy any outstanding unit obligations. Any remaining assets obtained with funds raised in the name of Scouting must be redeployed for Scouting use in the local area. Any assets obtained with funds from the chartered organization or parents of registered members may be redeployed as agreed upon by the chartered organization and local council.

Any property or funds acquired by the National Council upon the dissolution of a Scouting unit or local council will be administered so as to make effective, as far as possible, the intentions and wishes of the donors.

IV. UNITS AND CHARTERED ORGANIZATIONS

General

The Boy Scouts of America has the power to grant charters to organizations and groups of individuals that it determines meet the requirements of the Bylaws, Rules and Regulations, policies, and guidelines of the Boy Scouts of America. The Boy Scouts of America has the power to revoke or modify such charters when in its sole judgment such revocation or modification is warranted.

Charters to Organizations

Charters for new units may be granted upon approval of the application in accordance with the guidelines of the Boy Scouts of America.

Prior to approval of any new chartered organization, a review must be made as to the general objectives, purpose, character, intent, and programs of the prospective chartered organization or community group and its compatibility with the aims and purposes of the Boy Scouts of America. The history, length of service, and general reputation of the organization or community group are also factors that should be considered. The application must provide reference to the guidelines adopted by the Boy Scouts of America on the use of the Scouting program by chartered organizations and references to other policies and guidelines on the Scouting program. The charter agreement must obligate the holder to abide by the charter agreement; provide adequate facilities, supervision, and leadership for at least one year; and make an effort to provide youth members with the opportunity for a quality program experience as set forth in the official literature of the Boy Scouts of America. Unit meeting quarters must be periodically inspected to determine their adequacy as well as to ascertain other uses to be made of these or adjoining quarters, for the purpose of considering the compatibility of uses and the general appropriateness of the environment.

Charters to Groups of Citizens

While the formation of units in connection with existing organizations is preferred, when conditions warrant, a charter may be granted for the formation of a unit independent of any relationship with an existing organization, provided, however, that the applicants are citizens of the United States who subscribe to the principles of the Scout Oath, whose interest is primarily in helping youth through the Scouting program, and who have the resources to provide the necessary leadership, supervision, and facilities. In such cases, the obligations upon the applicants for a charter are the same as those required for organizations.

Charter Applications, Renewals, and Revocations Applications for unit charters, new and renewal, must be issued in accordance with the policies and guidelines of the Boy Scouts of America and may be granted only upon the favorable recommendation of the local council. Prior to approving the renewal of unit charters, the council should determine that the unit is offering the Scouting program in accordance with the Rules and Regulations, policies, and guidelines of the Boy Scouts of America.

An annual unit charter fee determined from time to time by the Executive Committee and announced to the field must be paid to the National Council each time a unit registers or reregisters and is in addition to the individual registration fees. No additional unit charter or registration fees must be imposed by a local council

without the prior authorization of the Executive Committee. The expiration of the registration of units will normally be 12 months from the last day of the month in which the original organization of the unit was approved by the local council or, in the case of units not under local council supervision, by the Boy Scouts of America. The rights and privileges of all those units expire with the expiration of the unit registration. In cases where units have been dropped from the records under conditions that they could not avoid, they may have their record of continuous service reestablished by submitting evidence of continued activity and paying registration fees from the date of charter expiration.

Chartered Organizations and Representative

Chartered organizations must operate the unit in accordance with the Rules and Regulations and charter agreement. Chartered organization representatives are also members of the district committee and voting members of the local council.

Unit Committees

Each chartered unit of the Boy Scouts of America must be supervised by a unit committee, consisting of three or more qualified adults, 21 years of age or older, selected by the organization with which the unit is connected or, in the case of a unit chartered to a group of individuals, selected from those who make application for the unit charter. The unit must be operated under the guidance of the unit committee, one of whose members must be designated as chairman, in accordance with the Rules and Regulations, policies, and guidelines of the Boy Scouts of America.

Unit Program Leaders

Two registered adult leaders 21 years of age or over are required at all Scouting activities, including meetings. A registered adult female leader must be present for any activity involving female youth. Notwithstanding the minimum leader requirements, age- and program-appropriate supervision must always be provided.

All adults accompanying a Scouting unit who are present at the activity for 72 total hours or more must be registered as leaders. The 72 hours need not be consecutive.

In Cub Scouting, units may have a separate pack for boys or girls, or separate dens for girls and dens for boys in the same pack. In the case of troops, separate troops for boys and girls are required. Chartered organizations may have “linked troops,” which means a chartered organization can have a shared troop committee with separate troops for boys and for girls.

The chartered organization must select and its representative must approve unit leaders. The local council must process unit leader applications submitted on the proper form in accordance with guidelines established by the Boy Scouts of America. All units must be operated in accordance with the applicable policies and guidelines of the Boy Scouts of America.

Unit Designation

Each unit will be designated by a serial number assigned by the local council. The National Council may establish guidelines by which units are designated and limit the use of such designations as appropriate.

V. INDIVIDUAL REGISTRATION

Registration of Youth Members and Adult Program Participants

Youth membership and adult program participation requires the payment of an annual registration fee determined from time to time by the Executive Committee and announced to the field. It is the philosophy of Scouting to welcome all eligible youth, regardless of gender, race, ethnic background, sexual orientation, or gender identification, who are willing to accept Scouting's values and meet any other requirements of membership. Young people of all religious backgrounds are welcome in Scouting, with some participating in units for youths of a particular religion and the greater majority participating in units open to members of various religious backgrounds.

Venturers and Sea Scouts may participate in more than one unit as well as a Scout troop with the payment of one primary registration in a Venturing or Sea Scout unit.

Scouting units are small, intimate groups. In the Scouting programs, units may be made up of even smaller groups which often meet regularly in private homes. As long as they are faithful to Scouting's membership philosophy, set forth above, it is for the units to determine on the basis of considerations such as group size or youth behavior whether to admit or to continue the membership of a youth member.

Registration of Adult Leaders

The registration fee for Scouters shall include a subscription to *Scouting* magazine. If a Scouter serves in more than one capacity, only one registration fee is required.

Procedure for Registration

All applications must be submitted on the current official form prepared for that purpose and carrying due reference to the requirements and provisions of the Bylaws of the Boy Scouts of America including the Declaration of Religious Principle. A suitable certificate of registration designating the official relationship to the Boy Scouts of America will be provided to all registered members and Scouters.

Qualifications, Applications, Approval, and Removal

To be eligible for registration, a Scouter must agree to: subscribe to the Scout Oath; fulfill the obligations of his or her position; and perform his or her duties in accordance with the Rules and Regulations, policies, and guidelines of the Boy Scouts of America. The applicant may thereafter be registered by submitting the properly completed official application, approval, and payment of the required fee.

Registration and participation in Scouting is a privilege that may be denied, limited, or terminated when determined to be in the best interest of Scouting. Scouters must abide by the provisions of any applicable code of conduct. A Scouter who has not been designated as ineligible by the National Council, who is removed from a position or whose registration is not renewed by a local council is eligible for service in other positions subject to the required approval for the position.

Unit Leaders. Unit leaders must be selected and approved by the chartered organization and are subject to the approval of the local council and the Boy Scouts of America. Unit leaders must be 21 years of age or older when registering, except that assistant Cubmasters, assistant Scoutmasters, assistant den leaders, and assistant Webelos den leaders must be 18 years of age or older. Chartered organizations may remove or refuse to renew the unit registration of unit leaders when the unit committee and chartered organization representative agree that the Scouter's service is no longer desired or required.

District and Council Scouters. District and council Scouters must be approved by the local council Scout executive. Council Scout executives may remove or refuse to renew the position registration of a district or council Scouter when the council president and council Scout executive agree that the Scouter's service is no longer desired or required.

Area, Region, and National Scouters. Area, region, and National Council Scouters must be approved by the area, region, or national professional responsible for the area of service being provided by the Scouter. The National Council may remove or refuse to renew the registration of such Scouters when it is determined that their service is no longer desired or required.

Scouter Training. The Boy Scouts of America may establish training requirements for specified positions and completion of that training may be required prior to registration or renewal.

Special Types of Registration

Sustaining Members. Persons who desire to be identified with the local council through their financial support and influence in the expansion of the council program may be enrolled as sustaining members of local councils.

Camp Staff. All persons serving as camp staff at a local council or at a National Council facility must be registered as camp staff members. No additional registration fee is required if the individual is already registered as a youth member, adult program participant, or Scouter. Camp staff includes employees and volunteers. Employees of contractors working at camps are to be registered as camp staff if they will reasonably be expected to have direct interaction with youth, unless an approved alternative procedure is adopted. For contractors working on camp property but not regularly interacting with youth, and those subject to any approved alternative procedure, the following must be the minimum requirements for granting access to camp property: compliance with applicable state laws; maintaining a roster of the name, address, and phone number of all such persons; approved screening or criminal background checks performed on each person; and completion of an approved youth protection training program.

College Scouter Reserve. College students who will commit themselves to an informed interest and active participation in the program, whenever possible, may be registered in the College Scouter Reserve.

Merit Badge Counselors. Persons who are at least 18 years of age may serve as merit badge counselors in subjects for which they are qualified and must register as such as adult Scouters as provided in this section. A fee for such registration will not be required.

Scouter Reserve. Individuals 21 years of age and over may, upon approval of the local council, register in the Scouter Reserve of the Boy Scouts of America by paying the registration fee required of a Scouter. Individuals so registered may serve in the following ways: as faculty members of Cub Scout training courses; assisting in organizing and training in connection with Cub or Scout units, Venturing crews, and Sea Scout ships; as hosts and hostesses; and by helping in finance and public relations campaigns. They may serve as members of fathers' and mothers' clubs, parents' clubs, and auxiliaries of units. Members of the Scouter Reserve may wear the universal badge of Scouting to signify their affiliation.

Retired Professionals. Persons who have retired from professional Scouting may be registered on an annual basis with the National Service Center upon the approval of the Chief Executive.

Special Registration Status. The Chief Executive may authorize guidelines and policies governing the registration of persons with special needs to accommodate those who are deemed qualified for special registration status outside of the otherwise prescribed program age requirements.

Veteran Award

After five years of duly registered service in the Boy Scouts of America, individuals may upon application receive the designation of "veteran," provided they agree to live up to their Scouting obligations and to keep local Scouting authorities in the community in which they live informed as to their availability for service. A special badge will be made available to veterans. Such veterans, maintaining an active registered relationship in any capacity, must pay the regular registration fees of their class. Veterans desiring recognition as veterans for periods of time established by the Boy Scouts of America for particular recognition must maintain an active registered relationship for the required number of years, paying their annual registration fees.

Period of Registration

The expiration of individual registration terms is as follows:

- (a) National, regional, and area Scouters. At the end of the period for which they have been duly elected or appointed, unless registered in some other capacity.
- (b) Council and district Scouters and those registered in the Scouter Reserve. At the expiration of the council year for which they are issued, unless registered in some other capacity.
- (c) Unit Scouters serving in unit capacities only (including chartered organization representatives or group of citizens). At the expiration of the unit charter.
- (d) Members. At the expiration of the registration of their respective units.
- (e) Lone Cub Scouts and Lone Cub Scout friends and counselors. One year from the date of their last registration.
- (f) Lone Scouts and Lone Scout friends and counselors. One year from the date of their last registration.
- (g) Registered retired professional Scouters. One year from the date of their last registration.

Transfers

Individuals (adult leaders or youth members) holding an unexpired registration certificate transferring from unit to council, council to unit, or unit to unit must pay a transfer charge. This charge applies to all transfers during the charter year, but does not apply to Tigers becoming Cub Scouts in their affiliated pack.

Confidentiality and Use of Registration Information

Lists of names, addresses, or other personal information of those currently or formerly registered as members or leaders of the Boy Scouts of America or financial supporters of the Boy Scouts of America and local councils are confidential and must not be used for commercial purposes. This provision does not prohibit the National Council from using affiliate or affinity group information to communicate membership benefits to members thereof in accordance with applicable guidelines or policies.

Denial, Expiration, or Revocation of Registration

As a private, membership organization, the Boy Scouts of America has the right to set standards of membership and leadership. That right includes the ability to deny, expire, revoke, or otherwise limit or bar registration or affiliation with the Boy Scouts of America or any local council or any other affiliated organization. The general procedure for maintaining those standards is expressed in a publication titled *Procedures for Maintaining Standards of Membership and Leadership*; however, nothing contained therein limits the ability of the Boy Scouts of America to take such action as it may deem appropriate in its sole discretion.

Local Council Annual Registration or Program Fees

A local council may charge an annual registration or program fee to youth members, adult program participants and Scouters whose primary registration is with the council in an amount not to exceed the amount of the applicable individual registration fee for their position established by the Executive Committee.

VI. COUNCIL COMMISSIONED LEADERS

Commissioner Service

All Scouters selected to serve as commissioners must first be approved by the local council commissioner and Scout executive. Commissioners will be issued commissions by the Boy Scouts of America on an annual basis. Commissioned Scouters must be at least 21 years of age.

Council Commissioner. The council commissioner is an elected officer of the council who is responsible for the delivery of commissioner service through monthly meetings with district commissioners and commissioner conferences. The council commissioner has the responsibility at the council level to report to the council president and regularly interpret the commissioner function to the council executive board. The council commissioner is responsible for the local council's commitment to on-time reregistration of units. The council commissioner also serves as a council representative to the National Council.

Assistant Council Commissioners. Each local council may have one or more assistant council commissioners. These individuals are appointed by the council commissioner subject to the approval of the Scout executive and assist, on direction, in the performance of the duties of that office.

District Commissioner. A district commissioner is offered for approval by the district nominating committee subject to the approval of the Scout executive. The district commissioner, through a volunteer staff, is responsible for on-time charter renewals, unit service, and monthly roundtables in the district and gives leadership to recruiting, training, and supervision of an effective staff. The district commissioner serves on the council commissioner's staff, reports to the district chairman, and has an advisory relationship with the district operating committees.

Assistant District Commissioners. Each district may have one or more assistant district commissioners. These individuals are appointed by the district commissioner subject to the approval of the Scout executive and recruit, train, and supervise unit commissioners or assist in staff operation through functional assignments as directed by the district commissioner.

Unit Commissioners. Unit commissioners must be appointed by the district commissioner subject to the approval of the Scout executive and are responsible for the continuity and program capability of assigned units. Unit commissioners provide their assigned units with meaningful service that brings about on-time charter renewal, membership growth, and the delivery of Scouting ideals to youth members. They give guidance in unit operation to unit leaders and interpret council and district activities in terms of unit opportunities.

Roundtables

Cub and Scout roundtable commissioners are appointed by the district commissioner subject to the approval of the Scout executive and are responsible for monthly roundtables that provide unit program ideas and inspiration to reinforce leaders' commitment to help members grow. Roundtable commissioners must recruit, train, and supervise a permanent roundtable staff.

Roundtable staff members are appointed by the roundtable commissioner subject to the approval of the Scout executive and, under direction, plan and conduct monthly leader roundtables.

VII. PROGRAMS

YOUTH PROGRAMS

The youth programs of the Boy Scouts of America are Cub Scouts, Scouts BSA, Venturing, Sea Scouts, and Lone Scout. The eligibility requirements shall be published and available to unit leaders. Changes in the eligibility requirements must be approved by the National Leadership Council and reported to the National Executive Committee before becoming effective.

YOUTH LEADERSHIP POSITIONS

Each Scouting unit may have certain key youth leadership positions that involve youth members in leadership training through program management. Positions must be in accordance with guidelines established by the Boy Scouts of America, including:

- (a) Junior Assistant Scoutmaster—A 16- to 17-year-old youth appointed by the Scoutmaster, approved by the troop committee, and responsible to the Scoutmaster for tasks assigned.
- (b) Senior Patrol Leader—Must be elected by the majority of youth members registered in the troop, and must meet the qualifications set by the patrol leaders' council. The senior patrol leader may appoint other youth leaders with the concurrence of the Scoutmaster and presides over the patrol leaders' council.
- (c) Venturing Elected Officers—Elected Venturing officers work together to help the crew succeed. Elected officer positions are: president, first vice president, second vice president, secretary, and treasurer.
- (d) Sea Scout Elected Officers—Elected Sea Scout officers work together to help the ship succeed. Elected officer positions are: ship boatswain, boatswain's mate/administration, boatswain's mate/program, yeoman, and purser.

ADVANCEMENT

General Principle

Education is the chief function of Scouting and is the basis of the advancement program. A fundamental principle of advancement is that learning is a natural outcome of participation in the Scouting program.

Administration

All advancement procedures must be administered under conditions that harmonize with the aims and purposes of the Boy Scouts of America.

Advancement Requirements

Advancement ranks or program recognitions in Scouting programs must be in accordance with published program requirements. Unit activities should be planned to facilitate regular advancement. No additional advancement requirements may be added by a local council or unit. Any change in the advancement requirements in those programs must be approved in advance by the National Leadership Council.

Programs and Facilities

Programs and facilities used to provide the Scouting program should be conducted, monitored, and inspected in accordance with the policies and guidelines of the Boy Scouts of America.

Responsibility for Merit Badges

The responsibility for merit badges rests with the merit badge counselor approved by the local council and district advancement committee. Merit badge counselors must be registered adult leaders of the Boy Scouts of America. The merit badge counselor must prepare and qualify youth members. There is no board of review procedure for merit badges, but public recognition may be given at a unit court of honor or other suitable occasion.

ACTIVITIES

Anniversary Celebration

The anniversary celebration of the Boy Scouts of America takes place annually on February 8, the anniversary of the original day of incorporation of the Boy Scouts of America, and throughout the week (beginning on Sunday) containing this date. This week is known as Scouting Anniversary Week. The National Service Center, with the cooperation of Scouters throughout the country, is to arrange for a nationwide celebration on February 8 and throughout the month of February for the purpose of bringing more definitely to the attention of each community the value of the Scouting program for its work with boys and young adults for the development of character and training for citizenship. The program for the anniversary celebration of the Boy Scouts of America must include a plan whereby every registered youth member is given an opportunity to observe Anniversary Day, February 8, with special ceremonies in which they recommit themselves to the Scout Oath and Scout Law. On this occasion it is the duty of the unit leader and other leaders to bring to the attention of the unit members the extent of the Scouting brotherhood in our own country and throughout the world and impress upon their minds the fact that every member the world over is committed to the same obligation, as stated in the Scout Oath and Scout Law.

Participant Fees

All national events and activities for which a participant fee is charged must include a surcharge for the national liability insurance program. The National Council may also establish national liability insurance program policies with respect to persons not registered with the Boy Scouts of America who attend national or local Scouting activities or programs on the premises of a national or council facility.

BOYS' LIFE OR SCOUT LIFE MAGAZINE

The Boy Scouts of America will publish a periodical titled *Boys' Life* or *Scout Life* for all Scouting-age youth, providing wholesome stories and other material of interest and educational value, which will stimulate ambition and help in character development of youth. All stories and material must be in harmony with the principles of Scouting as set forth in the Scout Oath and Scout Law.

INSIGNIA, UNIFORMS, AND BADGES

General

The intellectual property of the Boy Scouts of America must be made available and used only in accordance with the policies and guidelines of the Boy Scouts of America.

Official Uniforms

The official uniforms authorized as evidence of official relationship to the Boy Scouts of America are those approved by the Boy Scouts of America from time to time, as illustrated and correctly described in the handbooks, catalogs, and other official guidelines of the Boy Scouts of America. The official uniforms and parts thereof may be issued only as authorized by the Boy Scouts of America and sold either directly by the National Service Center through responsible local merchants designated as local Scouting distributors or through designated local councils. Local Scouting distributors may be appointed and licensed and the licenses revoked only by the National Service Center, but chartered local councils may make recommendations for such actions. Imitation of United States Army, Navy, or Marine Corps uniforms is prohibited, in accordance with the provisions of the organization's Congressional Charter.

Use of Uniform

The official uniforms are intended primarily for use in connection with official Scouting activities, and their use may be approved by the local council executive board for council events or activities under conditions consistent with the Rules and Regulations of the Boy Scouts of America. No alteration of, or additions to, the official uniforms, as described in the official guidelines or the Rules and Regulations covering the wearing of the uniform and the proper combinations thereof on official occasions, may be authorized by any Scouting official or local council. It is the responsibility of all leaders of the Boy Scouts of America and especially of all commissioned officers and chartered councils to cooperate with the Boy Scouts of America in preventing the use of the official uniforms by those who are not registered and in good standing.

Special Local Badges and Insignia

Local councils are authorized to adopt special badges and insignia as awards for particular purposes in harmony with national policies and to permit their use upon the official uniform in accordance with the Rules and Regulations, policies, and guidelines of the Boy Scouts of America.

Authorization

The National Council has the sole and exclusive right to authorize the use of insignia, words, phrases, designation marks, pictorial representation, and descriptive remarks relating to the program of the Boy Scouts of America on commercial products, promotional efforts, and/or sale and distribution to members of the Boy Scouts of America and/or the general public. The use of same by local councils shall be only as authorized and approved by the National Council.

LIFESAVING AND MERITORIOUS ACTION AWARDS

Lifesaving Awards

Recognition may be given to a youth member or Scouter where the evidence presented to the local council, in accordance with the applicable guidelines, shows that he or she saved or attempted to save life under circumstances that indicate heroism and risk to self. The reviewing committee will give consideration to resourcefulness and to demonstrated skill in rescue methods. In no case may recognition be given where it appears that the risk involved was merely in the performance of duty or the meeting of an obligation because of responsibility to supervise and give leadership to the persons whose lives were saved. The awards are:

- (a) Honor Medal With Crossed Palms. The Honor Medal With Crossed Palms may be awarded in exceptional cases to a youth member or adult leader who has demonstrated unusual heroism and extraordinary skill or resourcefulness in saving or attempting to save life at extreme risk to self.
- (b) Honor Medal. The Honor Medal may be awarded to a youth member or adult leader who has demonstrated unusual heroism and skill in saving or attempting to save life at considerable risk to self.
- (c) Heroism Award. The Heroism Award may be awarded to a youth member or adult leader who has demonstrated heroism and skill in saving or attempting to save life at minimum personal risk.

Meritorious Action Awards

Recognition may be given to a youth member or Scouter where the evidence presented to the local council, in accordance with the applicable guidelines, shows that a significant or outstanding act of service, of an exceptional character, was performed. The action taken need not involve attempts of rescue or risk to self but must put into practice Scouting skills or ideals. Recognition may not be given where it appears that the action involved was merely in the performance of duty or the meeting of an obligation. The awards are:

- (a) Medal of Merit. The Medal of Merit may be awarded to a youth member or adult leader who has performed an act of service of a rare or exceptional character that reflects an uncommon degree of concern for the well-being of others.
- (b) National Certificate of Merit. The National Certificate of Merit may be awarded to a youth member or adult leader who has performed a significant act of service that is deserving of special national recognition.

Applications

All applications should be processed and approved by the local council upon duly prescribed forms, and it is within the discretion of the local council to determine which type of recognition, if any, will be given. Recipients of these awards must be registered with the Boy Scouts of America at the time the action was performed. Awards are made in the name of the Boy Scouts of America.

AWARDS FOR DISTINGUISHED SERVICE TO YOUTH

Silver Buffalo Award

The Boy Scouts of America may award the Silver Buffalo to citizens of the United States for distinguished service upon the following basis and procedure:

- (a) These awards may be made each year.
- (b) The award is made on the basis of noteworthy service to youth, of a national or international character, outside of the line of regular duty, either directly to or independent of the Boy Scouts of America.
- (c) As evidence of the award there will be presented: a suitable certificate, descriptive of the services rendered, duly authenticated by the Boy Scouts of America, pursuant to the action of the Executive Board; and a miniature silver buffalo, suspended by a red, white, and red ribbon to be worn around the neck.
- (d) These awards will be made at the meeting of the National Council or at a major function of the Boy Scouts of America, pursuant to the action of the Executive Board, which action is to be based upon the recommendation to the Executive Board by the National Court of Honor, or by recommendations to the Executive Board by the national president and the Chief Executive.

Silver Antelope Award

The Boy Scouts of America, acting through the National Court of Honor, may award the Silver Antelope for distinguished service to youth upon the following basis and procedure:

- (a) This award may be made each year upon the nomination of the regional cabinet. The nomination must be submitted not less than 30 days in advance of the date upon which it is desired to present the award. This award may be made for noteworthy service of exceptional character to youth by registered Cub Scout, Scouts BSA, Venturing, and Sea Scout leaders within the territory under the jurisdiction of a regional cabinet.
- (b) As evidence of the award there will be presented: a suitable certificate, duly authenticated by the Boy Scouts of America, pursuant to the action of the National Court of Honor; and a miniature silver antelope suspended by an orange, white, and orange ribbon to be worn around the neck.

- (c) No public announcements are to be made by the region in advance of action of the National Court of Honor with reference to the names presented for consideration.
- (d) These awards are to be presented to the recipients by the region in connection with its annual meeting or other public function, but only after approval of the award by the National Court of Honor.
- (e) Each region is entitled to eight recipients per year.
- (f) Unused allotments for any previous years may not be accumulated or used in any subsequent year.
- (g) The National Court of Honor may, based upon initial recommendation of the Operations Group, award the Silver Antelope to persons in overseas areas.

Silver Beaver Award

The Boy Scouts of America, acting through the National Court of Honor, may award the Silver Beaver for distinguished service to youth upon the following basis and procedure:

- (a) Each council may process its own annual allotment of Silver Beaver awards and must send a list of Silver Beaver recipients honored each calendar year to the National Court of Honor no later than January 31 of the following year.
- (b) The award is made for noteworthy service of exceptional character to youth by registered Scouters within the territory under the jurisdiction of a local council.
- (c) As evidence of the award there will be presented: a suitable certificate, duly authenticated by the Boy Scouts of America, pursuant to the action of the National Court of Honor; and a miniature silver beaver suspended by a blue, white, and blue ribbon to be worn around the neck.
- (d) No public announcements may be made by the local council in advance of action by the National Court of Honor with reference to names presented for consideration.
- (e) These awards may be made to the recipients by the local council concerned in connection with its annual meeting or other public function.
- (f) Each duly chartered local council is entitled to one nomination. Councils having more than 60 units are entitled to further nominations on the basis of one for each additional 60 units or fraction thereof in their territory, as of December 31 preceding the nomination, according to the records of the National Service Center.
- (g) Councils not using their full allotment in any year may accumulate the unused portion for use in any subsequent year.

In extraordinary cases, the Silver Beaver Award may be made by the National Court of Honor to a Scouter upon the recommendation of the duly constituted Scouting authorities having supervision of one or more units of the Boy Scouts of America located outside of the United States and not under the jurisdiction of a local council.

Silver World Award

The Boy Scouts of America through the National Court of Honor, which has delegated the selection of recipients as hereinafter provided, may award the Silver World Award for distinguished service to youth as follows:

- (a) The award may be presented to citizens of any country whose Scout association is a member of the World Scout Conference in recognition of his or her service of exceptional character to the youth of his or her own country or on an international basis.
- (b) The recipient does not have to be a member of a Scout association. United States citizens may receive the Silver World Award for international service to youth, provided they are not registered members of the Boy Scouts of America.
- (c) Approved awards may be presented by an authorized member of the Boy Scouts of America either by a personal visit with the recipient or at an official meeting of a national Scout association, including the Boy Scouts of America.
- (d) Designation of recipients of the Silver World Award, by authority of the International Committee and the Executive Board, is delegated to the following:
 - i. National Chair of the Boy Scouts of America
 - ii. Chief Executive
 - iii. International Commissioner
- (e) Awards may be made at any time on behalf of the International Committee and the Executive Board. The International Committee receives a full report of the Silver World Award designation at each meeting and will maintain accumulative records of awards including support data.
- (f) As evidence of the award there will be presented: a suitable certificate duly authorized by the Boy Scouts of America; and a medal suspended by a red and white ribbon to be worn around the neck when such practice does not conflict with approved uniform policy. The medal will be a circular blue enameled silver medallion upon which will be superimposed meridian lines and stars signifying the global scope of the award. An applied silver universal badge of the Boy Scouts of America will be centered upon the front of the medallion.

VIII. COMMISSIONED PROFESSIONAL LEADERSHIP

General

Persons who have met the qualifications and requirements established for professional service in the Boy Scouts of America may be commissioned as professional Scouters by the Chief Executive. The Chief Executive is responsible for the development of such criteria, policies, and procedures necessary to assure the recruitment of professional candidates with the necessary physical, educational, personal, and moral qualifications. They must include at least the following:

- (a) A pre-commissioned professional must be age 21 or older at the time they are commissioned and have earned a bachelor's degree from an accredited college or university. Consideration will be given a person with an associate degree with satisfactory evidence of a successful career experience of at least 10 consecutive years in general business, industry, government, or the military, along with at least five years of leadership experience. A person who has completed five consecutive years of successful employment as a district associate may also be considered. A pre-commissioned professional must also meet the qualifications to be a registered Scouter.
- (b) The recruit must be, or declare an intention to become, a citizen of the United States of America before being commissioned as a professional Scouter.

Professional Commissioning

The following procedure provides the basis for the commissioning of persons as professional Scouters:

Phase I. A person employed as a pre-commissioned professional must demonstrate to the satisfaction of the local council Scout executive (or, in the case of being employed by the Boy Scouts of America, the Chief Executive) an acceptable willingness to work, a degree of cooperation, a motivation toward career service within Scouting, and an apparent ability to succeed as a professional Scouter. In addition, Phase I pre-course work assigned must be completed prior to attending Phase II position-basic training. In the event he or she does not meet all of these requirements, employment will be terminated by the local council Scout executive (or, as applicable, the Chief Executive).

Phase II. The pre-commissioned professional who successfully completes Phase I of the commissioning process must attend the required position-basic training within six months of their date of employment in a position requiring a commission.

The pre-commissioned professional must satisfactorily accomplish those designated assignments in position-basic training; satisfactorily demonstrate the development of necessary techniques; and demonstrate moral and personal fitness as set forth in the Scout Oath and Scout Law and in the Scout Executive's Code. The Boy Scouts of America training and development director or designee will decide whether the pre-commissioned professional has satisfactorily completed position-basic training. Those precommissioned professionals who successfully complete position-basic training will receive a certificate to that effect and will be commissioned by the Chief Executive, or designee, as a professional Scouter and will receive documentary evidence of such commission and will thereupon be entered into the official roll of professional Scouters of the Boy Scouts of America.

Decommissioning

A professional Scouter may be decommissioned when, in the judgment of the Chief Executive or Executive Committee, that person demonstrates that he or she does not possess the moral, educational, or emotional qualities deemed necessary for commissioned professional status, lacks such other commissioned professional qualifications, or fails to obey such requirements as the Boy Scouts of America from time to time may require. A decommissioned professional Scouter is ineligible for re-employment by the Boy Scouts of America or any local council in any capacity.

EMPLOYMENT OF PROFESSIONALS

Rules and Guidelines

The Chief Executive may determine the positions that may be held only by commissioned professionals and may establish guidelines for employment, training, promotion, tenure, and demotion of professional and professional-technical employees of the Boy Scouts of America. The applicable guidelines and those pertaining to transfer and retirement must be followed by local councils in the course of their employment of commissioned professionals.

Special Situations

It is recognized that for the efficient operation of the Boy Scouts of America certain professional and professional-technical staff positions may be held by people selected because of their specialized qualifications. The Chief Executive may, in exceptional instances, waive the education or equivalency requirement for employment as a commissioned professional and grant to such persons commissioned professional or professional-technical status during their term of employment, which will be limited to such professional or professional-technical staff positions.

National Professional Staff

The Chief Executive, subject to the approval of the Executive Committee, may determine the necessary national organization structure and professional staff requirements.

Local Council Professional Personnel

A local council may employ as its Scout executive—that is, its executive officer having general direction of its administration and supervision over Scouting activities within its jurisdiction—a person selected by it from the list of candidates of commissioned professional Scouters provided by the National Service Center who the Chief Executive has determined qualified to serve as a council Scout executive. A Scout executive may serve so long as commissioned as provided herein and during the pleasure of the local council's executive board subject to the policies and procedures of the National Council. In no event may a local council select as its Scout executive a professional employee currently serving in any other capacity in that council, nor may any such person be included in any list provided for in this paragraph.

Other Local Council Staff

Other than newly employed persons not yet commissioned as professional Scouters, a local council may employ individuals for professional positions solely from lists of candidates consisting of commissioned professional Scouters submitted by the National Service Center or, in the case of an otherwise qualified commissioned professional not currently serving as a professional Scouter, with the written approval of the Chief Executive, who has sole discretion in determining whether to approve any such person. Such persons may serve in the local council so long as commissioned as provided herein and during the pleasure of the local council. The duties of such professional personnel are defined by the local council Scout executive with the approval of the local council executive committee. The classification and title of such position must be in accordance with the policies and guidelines of the Boy Scouts of America. Newly employed persons not yet commissioned may be employed as professional Scouters only as provided in these Rules and Regulations and with the preapproval of the National Service Center. The employment period cannot extend for more than five months prior to attending position-basic training.

Only commissioned professionals may be employed by local councils or serve in a unit-serving executive position (district executive), a year-round program position, a position supervising other commissioned professionals, or the position of council Scout executive.

IX. AFFILIATES

The Executive Committee may authorize the creation of affiliates to engage in activities that directly or indirectly support the Corporation's and local councils' ability to achieve the mission of Scouting. Except for affinity organizations operated by the Corporation, the authorization may be provided without amendment to the Bylaws or the Rules and Regulations of the Corporation. The Chief Executive shall ensure that the interests of the Corporation are protected insofar as the activities of any such affiliate, regardless of structure, or legal or contractual relationship.

Scouting Affinity Groups

The Corporation may operate or authorize national or local council affinity groups open to persons who support the mission of the Boy Scouts of America. National affinity groups shall be approved in advance by the Executive Committee. The Chief Executive may authorize the use of the seal, emblems, badges, descriptive marks, words, or phrases associated with or referring to the Boy Scouts of America by local councils subject to such limitations and licensing as deemed necessary or appropriate. The Chief Executive shall oversee the naming, management, and operation of any such national affinity group. Affinity groups may offer benefits to its members or other serve fraternal purposes. The organizational structure and operating practices of any such affinity group must be in harmony with the principles of Scouting.

X. SPECIAL SITUATIONS

Experimental Programs

The Chief Executive may authorize the development of experimental or pilot programs to achieve the purpose of the Boy Scouts of America on an expanded basis. Such programs may be inconsistent with or beyond the scope of current corporate governance documents and may include the use of affiliates of the Boy Scouts of America to sponsor such programs as deemed appropriate. The national Key 3 will be notified of proof of concept/pilot programs prior to the development of curriculum or program materials. Only experimental or pilot programs approved by the Chief Executive are authorized for use by local councils.

Experimental programs thereafter showing potential may be further developed and tested through proof of concept/pilot programs on a limited, unpublicized basis. The national Key 3 is to be informed whenever a program is being expanded beyond proof of concept. The scope, duration, and other parameters of proof of concept/pilot programs are to be defined and the program re-evaluated annually. Updates on the progress of the proof of concept/pilot and an assessment upon completion of the proof of concept/pilot must be made by the Chief Executive to the National Leadership Council.

The National Leadership Council may determine whether information on proof of concept/pilot programs is to be provided to the Executive Board and may direct the Chief Executive to make such reports and answer questions presented by the Executive Board.

Scouting Outside of Council Territories

To further its objectives of extending membership privileges to citizens of the United States in other parts of the world, the Boy Scouts of America authorizes the registration of youth members and leaders and the establishment of units in areas lying outside of the jurisdiction of any local council. To foster and strengthen the close and friendly relationship that exists between the Boy Scouts of America and other Scout associations, members, and leaders of such units should work in close harmony with their fellow Scouts and Scouters in the area. Only those eligible for registration in the Boy Scouts of America are eligible to participate in such units.

World Organization of the Scout Movement

Member associations of the World Organization of the Scout Movement may organize, administer, and service units of their association for dependents of their citizens living temporarily in the United States. Such permission is to be granted upon certification by the National Service Center, under the following conditions:

- (a) The approval to establish a unit will be on an annual basis and may be extended upon review of status as reflected in an annual report.
- (b) Registration will be restricted to citizens and dependents of member countries. No registration will be accepted or allowed in the unit from citizens of the United States or any third country.
- (c) The condition of registration will reflect agreements as to the use of Boy Scouts of America's intellectual property. In this instance only would there be a requirement for dual registration.
- (d) There will normally be no registration fee assessed by the Boy Scouts of America for either a unit or an individual member.
- (e) Standards of certification will include membership qualifications, intellectual property, and adherence to the basic policy, program, and methods of the World Organization of the Scout Movement.

XI. AGREEMENTS WITH OTHER ORGANIZATIONS

Consistent with the mission and values of the Boy Scouts of America to help develop character and leadership in youth, the Boy Scouts of America may enter into agreements with Learning for Life and other youth, veteran, community, and educational organizations with similar missions and values to facilitate service to non-Scouting youth and communities, including for the use of suitable facilities or areas of facilities. Such agreements may not obligate the National Council to enter into or continue any such agreement.

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EXHIBIT E

(LC Articles and Bylaws)



Local Council

Articles of Incorporation and Bylaws

Boy Scouts of America

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BOY SCOUTS OF AMERICA

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ARTICLES OF INCORPORATION

ARTICLE I. NAME

The name of the corporation isCouncil
of Boy Scouts of America,For
(Inc.)*

*If required by State law.

convenience in these Articles of Incorporation the
corporation is sometimes referred to as the
"Corporation."

ARTICLE II. DURATION

The Corporation shall have perpetual existence
but shall take such action as may be necessary to
dissolve in the event of the revocation or

termination of its charter from the Boy Scouts of
America, a corporation organized under Act of
Congress.

ARTICLE III. PURPOSES

The Corporation shall promote, within the
territory covered by the charter from time to time
granted it by the Boy Scouts of America and in
accordance with the Congressional Charter,
Bylaws, and Rules and Regulations of the Boy
Scouts of America, the Scouting program of

promoting the ability of boys and young men and
women to do things for themselves and others,
training them in Scoutcraft, and teaching them
patriotism, courage, self-reliance, and kindred
virtues, using the methods which are now in
common use by the Boy Scouts of America.

ARTICLE IV. PRINCIPLES AND POLICIES

The Corporation shall be operated as a
nonprofit corporation exclusively for
charitablepurposes within the
(and educational*)
meaning of Section 501 of the Internal Revenue
Code of 1954, as from time to time amended.

The Corporation shall at all times maintain the
principles and policies of the Boy Scouts of

*Include where permitted by State tax law.

America, as set forth in detail in the Bylaws and
the Rules and Regulations of the Boy Scouts of
America in official handbooks, or as may be
announced by the Boy Scouts of America from
time to time, specifically restricting the leadership
to those persons who are willing to subscribe to the
declarations of principles therein set forth and to
the Scout Oath and Law and who otherwise are
qualified to receive certificates of leadership.

ARTICLE V. POWERS

The Corporation shall have and may exercise (in a manner consistent with the Congressional Charter, Bylaws, and Rules and Regulations of the Boy Scouts of America) all powers given to nonprofit corporations under the

(insert name of State

..... In addition
nonprofit corporation law)

(here set forth specific powers Corporation is to enjoy if attorney
.....
for Corporation advises enumeration of specific powers is required
.....
or advisable under State law and the Boy Scouts of America
.....
approves powers listed)

ARTICLE VI. MEMBERS

The Corporation shall have one or more classes of members, as provided in the Bylaws of the Corporation, and may have honorary members.

Each active, associate, or honorary member of the Corporation shall be a citizen of the United States of America or have taken the preliminary steps to becoming a citizen of the United States of

America, (a) has subscribed to the Scout Oath and Law and the Bylaws and Rules and Regulations of the Boy Scouts of America, (b) has been registered by the Boy Scouts of America in accordance with its Bylaws and Rules and Regulations, and (c) otherwise meets all qualifications for membership from time to time established by the Boy Scouts of America.

ARTICLE VII. EXECUTIVE BOARD

The Executive Board of the Corporation shall be composed of such number of persons, in no event fewer than 25 or more than 50, who shall be elected in such manner as prescribed in the Bylaws and Rules and Regulations of the Corporation. The initial Executive Board shall be composed of members. The names and addresses of the persons who are to serve as the initial Executive Board of the Corporation until the first annual meeting of the members of the Corporation and until their successors are elected and qualify are—

Name

Address

.....
.....
.....
.....

ARTICLE VIII. ADDRESS

The address of the initial registered office of the Corporation is and

the name of its initial registered agent at such address is

ARTICLE IX. INCORPORATORS

The name and address of each incorporator is—

<i>Name</i>	<i>Address</i>	<i>Name</i>	<i>Address</i>
.....
.....

ARTICLE X. DISSOLUTION

The property and assets of the Corporation are irrevocably dedicated to the charitable purposes of carrying out the (and educational*) program of the Boy Scouts of America. In the event of the dissolution or final liquidation of the Corporation or upon the revocation or termination of its charter from the Boy Scouts of America, none of such property or assets or the proceeds therefrom shall inure to the benefit of any individual but shall, after all liabilities and obligations of the Corporation have been paid or satisfied or provision otherwise made therefor, be distributed (a) to another local council of the Boy Scouts of America as specified by the Boy Scouts of America to be used for charitable purposes, or (b) in the (and educational*)

absence of such specification, to the Boy Scouts of America itself to be used for charitable purposes, it being (and educational*) contemplated that in either instance such property and assets shall continue to be devoted to the furtherance of Scouting in† (State or States)

*Include where permitted by State tax law.

† On occasion it is desirable, in order to strengthen the Scouting movement or facilitate its administration, that two or more local councils merge or consolidate. The procedure to be followed in effecting such a merger or consolidation, which can only be carried out with the approval of the national office of the Boy Scouts of America, is governed by applicable State law which usually requires approval of the merger or consolidation by the Executive Board and members of the affected Local Councils.

ARTICLE XI. AMENDMENT

These Articles of Incorporation may be amended by the majority vote of the members having the right to vote present at a duly called meeting of the members of the Corporation at which a quorum is present and of which at least twenty days written notice has been given, the notice for which has been accompanied by the text

of the proposed amendment or amendments, provided, however, that no amendment to these Articles of Incorporation shall be effective unless first presented to and approved by (a) the Executive Board of the Corporation and (b) an authorized official at the national office of the Boy Scouts of America.

BYLAWS

ARTICLE I. NAME

The name of the corporation is
Council of Boy Scouts of America,
(Inc.)*

sometimes referred to in these Bylaws as the
"Corporation."

*If required by State law.

ARTICLE II. PURPOSE AND RESPONSIBILITIES

Purpose

SECTION 1.

The Corporation shall promote, within the territory covered by the charter from time to time granted it by the Boy Scouts of America and in accordance with the Congressional Charter, Bylaws, and Rules and Regulations of the Boy Scouts of America, the Scouting program of promoting the ability of boys and young men and women to do things for themselves and others, training them in Scoutcraft, and teaching them patriotism, courage, self-reliance, and kindred virtues, using the methods which are now in common use by the Boy Scouts of America. In achieving this purpose, emphasis shall be placed upon the educational program of the Boy Scouts of America and the oaths, promises, and codes of the Scouting program for character development, citizenship training, mental and physical fitness.

Reference: Articles of Incorporation, Article Three

The Corporation shall fulfill the basic purpose of the Scouting movement within its territory, making Scouting training available to all boys and young men and women and serving organizations and community groups using the Scouting program while maintaining standards and policies, protecting official badges and insignia, and providing adequate leadership and finances.

RESPONSIBILITIES

SECTION 2.

The responsibilities of the Corporation shall be

controlled and directed by the Boy Scouts of America through its Bylaws and Rules and Regulations.

Clause 1. It shall be the duty of the Corporation to promote the program of Scouting through the organization and registration annually of units and their personnel; also to provide leadership and supervision of all program activities, within the territory covered by its charter, in such a manner as to ensure compliance with the provisions of the Bylaws of the Boy Scouts of America and the Rules and Regulations thereof.

Clause 2. The Corporation shall guard against the use of the official uniform and insignia by persons not officially registered with the Boy Scouts of America and shall bring to the attention of the Boy Scouts of America any violation of regulations not within its power to prevent or any attempt to commercialize the Scouting movement.

Clause 3. The Corporation shall through its council Scout executive and other representatives make the benefits of the Scouting program known to all organizations or community groups having contact with youth life and cooperate in the organization of units so that boys and young men and women may have the benefit of the Scouting program.

The Corporation shall provide means for assisting chartered organizations in securing and training qualified persons to serve as unit leaders and assistants. The Corporation shall provide facilities and leadership in order that Scouts under its jurisdiction may have the opportunity to have a year-round outdoor program totaling at least ten days and nights of hike, overnight camp, camporee, and summer camp experiences, with adequate facilities and supervision.

Clause 4. The Corporation shall endeavor to provide facilities and leadership in order that Explorers under its jurisdiction may have the opportunity to participate in at least five days and five nights of trips and Explorer activities away from home each year.

Clause 5. The Corporation shall provide procedures for advancement in order that Cub Scouts, Scouts, and Explorers may meet the various requirements of rank as authorized by the Boy Scouts of America, under such conditions as will reduce to a minimum the necessity of traveling

a great distance from home or of interfering with schoolwork or home duties.

Clause 6. The Corporation shall recommend to the Boy Scouts of America stores located within its territory which the Boy Scouts of America may appoint as authorized distributors of official uniforms, literature, and equipment in such territory. A sufficient number of stores of the type prescribed by the Boy Scouts of America shall be so proposed so that youth and adult members in such territory may be served conveniently.

ARTICLE III. MEMBERS OF THE LOCAL COUNCIL

NUMBER, CLASSES, AND QUALIFICATIONS

SECTION 1.

The corporate membership of the Corporation shall be composed of active members and may also include associate members and honorary members; the corporate membership shall be known and designated collectively as the Local Council of the Corporation. All active, associate, and honorary members must meet the membership qualifications established by Article Six of the Corporation's Articles of Incorporation. The Corporation also may enroll sustaining members pursuant to Clause 3 of this Section. Sustaining members shall not be part of the corporate membership of the Corporation unless elected as associate members pursuant to Clause 2.

Active Members

Clause 1. The active membership of the Local Council shall consist of Scouting coordinators and members at large. Scouting coordinators shall represent organizations or community groups operating units. Each organization or community group to which a charter is granted by the Boy Scouts of America to operate one or more recognized Scouting units shall elect or appoint a Scouting coordinator, who shall be other than the unit leader or assistant unit leader, as a member of the Local Council.

Members at large of the Local Council shall include persons chosen from the various business,

civic, educational, labor, professional, social, and religious interests of the communities in the Corporation's territory.

The Local Council shall have not fewer than 100 active members. At all times Scouting coordinators shall constitute a majority of the active membership of the Local Council.

Associate Members

Clause 2. The active members of the Local Council may elect as associate members of the Local Council persons desiring to maintain an active Scouter membership without assignment to active service. Associate members shall have no vote but may wear the uniform and insignia of lay members without office.

Sustaining Members

Clause 3. The Corporation may enroll as sustaining members persons desiring to be identified with the Corporation through their financial support and influence in expansion of the Corporation's program. Sustaining members who satisfy the eligibility requirements may be elected as associate members pursuant to Clause 2 of this Section. Sustaining members shall have no vote.

Honorary Members

Clause 4. The active members of the Local Council may elect as honorary members of the Local Council persons whose election may further

Bylaws—Article III, Section 2

the Scouting program. Honorary members shall have no vote.

ELECTION AND TERM; VACANCIES

SECTION 2.

Active Members

Clause 1. Scouting coordinators shall become active members of the Local Council upon their election or appointment by the chartered organization or community group and upon their being registered by the Boy Scouts of America as Scouting coordinators; they shall continue to be active members for such period as such organization or community group shall desire but in any event only during such time as such organization or community group shall continue to hold a charter from the Boy Scouts of America to operate a unit.

Each member at large shall be elected at the annual meeting of the Local Council by the active members then in office, shall take office immediately following such meeting, and shall hold office until the conclusion of the next succeeding annual meeting of the Local Council.

Associate and Honorary Members

Clause 2. Associate members and honorary members of the Local Council shall be elected at the annual meeting of the Local Council by the active members then in office, shall take office immediately following such meeting, and shall hold office until the conclusion of the next succeeding annual meeting of the Local Council.

Vacancies in Active Membership

Clause 3. A vacancy in the active membership of the Local Council caused by the death, resignation, removal, or failure to qualify of a Scouting coordinator shall be filled by the chartered organization or community group which initially elected or appointed the Scouting coordinator. A vacancy in the active membership of the Local Council caused by the death, resignation, removal, or failure to qualify of a member at large may be filled by the Executive Board of the Corporation and the member at large so elected shall hold office until the conclusion of the next succeeding annual meeting of the Local Council.

MEETINGS; QUORUM; VOTING

SECTION 3.

Annual Meeting

Clause 1. The annual meeting of the Local Council of the Corporation shall be held at such place within the Corporation's territory, or on property that is owned or leased by the Corporation that is not located within the Corporation's territory, and at such time as the Executive Board of the Corporation may determine. The annual meeting of the Local Council shall be for the purpose of (a) receiving annual reports of the Executive Board, officers, and various committees, (b) electing members at large, associate and honorary members of the Local Council, National Council members, regular members of the Executive Board, and officers of the Corporation other than the council Scout executive, (c) receiving and approving financial statements showing the financial position of the Corporation as of the close of its most recent complete fiscal year and the results of operations during such year, and (d) transacting such other business as may come before the meeting.

Other Regular Meetings

Clause 2. In addition to the annual meeting, the Local Council may have such other regular meetings as may be established by resolution of the Executive Board of the Corporation. Each regular meeting shall be held at such place within the Corporation's territory, or on property that is owned or leased by the Corporation that is not located within the Corporation's territory, as the President or the Executive Board may specify.

Special Meetings

Clause 3. Special meetings of the Local Council may be called by the President or the Executive Board at any time and shall be called within sixty days upon the request in writing of at least one-fifth of the active members of the Local Council (such request specifying the object of the special meeting). Special meetings shall be held at such place within the Corporation's territory, or on property that is owned or leased by the Corporation that is not located within the Corporation's territory, as the President or Executive Board may specify except that a special meeting called to consider a proposal to merge or

consolidate with one or more corporations which are chartered Local Councils of the Boy Scouts of America may, to the extent permitted by law, be held in the territory of one of such other corporations if the President or the Executive Board shall so specify.

Notice

Clause 4. A written notice of any meeting of the Local Council, regular or special, shall be mailed to each member of the Local Council who is entitled to attend the meeting at least twenty days in advance thereof and shall indicate the time and place of and the business to be transacted at the meeting.

Quorum

Clause 5. A quorum for the Local Council shall conform to the laws of the state in which the council is incorporated. (Where no exact number is specified, then a minimum of five percent of the eligible voters is suggested as a quorum.)

Attendance at Meetings; Voting

Clause 6. All active, honorary, and associate members of the Local Council shall be entitled to attend any meeting of the Local Council. The Local Council may invite other persons to attend Local Council meetings but such persons shall have no vote. Each active member of the Local Council present at a Local Council meeting shall be entitled to one vote and voting by proxy shall not be permitted. Except in the case of elections where voting shall be by ballot, voting at a meeting of the Local Council may be by ballot, voice, or show of hands as the chairman of the meeting may rule unless otherwise determined by the members entitled to vote. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, any question (other than elections) presented to a meeting of the Local Council at which a quorum is present shall be determined by a majority of those actually voting; elections shall be determined by plurality of those actually voting.

NOMINATING COMMITTEE OF THE LOCAL COUNCIL

SECTION 4.

At least ninety days prior to the annual meeting of the Local Council, the President shall appoint,

with the approval of the Executive Board, not fewer than three active members of the Local Council to serve as a nominating committee. At the annual meeting of the Local Council the nominating committee shall nominate persons to be elected as members at large of the Local Council, associate and honorary members of the Local Council, regular members of the Executive Board, National Council members, and officers of the Corporation other than the council Scout executive. The notice of the annual meeting mailed to members of the Local Council shall announce the membership of the nominating committee so that active members of the Local Council may make recommendations of possible nominees to the committee for its consideration. All recommendations to the committee shall be made in writing at least thirty days prior to the meeting.

COMMITTEE ON PROGRAM AND RESOLUTIONS

SECTION 5.

At least sixty days prior to each regular meeting of the Local Council including the annual meeting, the President may appoint, with the approval of the Executive Board, not fewer than three nor more than five active members of the Local Council to serve as a committee on program and resolutions for the next regular Local Council meeting. The notice of such meeting mailed to members of the Local Council shall announce the membership of this committee and shall invite suggestions from each active member of the Local Council for the arrangement of the program and resolutions to be considered at the meeting. All suggestions to the committee shall be in writing. The committee shall consider and present to the meeting of the Local Council or to the appropriate committee of the Executive Board with recommendations, all suggestions made to it at least five days prior to the meeting or which it itself proposes for consideration and action. If a committee on program and resolutions is appointed, no resolution shall be considered at any regular meeting of the Local Council unless it has first been presented to or proposed by the committee in accordance with this Section.

SECTION 6.

A suggested council election procedure appears in the appendix.

ARTICLE IV. THE EXECUTIVE BOARD

POWERS AND FUNCTIONS

SECTION 1.

The Executive Board shall be the governing body of the Corporation and shall manage its affairs. The Executive Board shall be the local reviewing authority with respect to matters within the Scout movement which arise in the territory of the Corporation.

MEMBERSHIP

SECTION 2.

The Executive Board of the Corporation shall consist of (a) not fewer than 25 nor more than 50 regular members elected by the Local Council from among its active members, (b) the officers of the Corporation other than the council Scout executive, (c) the chairmen of the committees of the Executive Board, (d) the chairmen of the several district committees, upon their being approved by the Executive Board, and (e) not more than two youth members, who shall be registered Explorers or Scouts appointed by the Council President with the approval of the Executive Board to serve for a term of one year.

ELECTION AND TERM; VACANCIES

SECTION 3.

Regular members of the Executive Board shall be elected at the annual meeting of the Local Council, shall take office immediately following such meeting, and shall continue in office until the conclusion of the next succeeding annual meeting of the Local Council and until their respective successors are elected and qualify. Chairmen of the committees of the Executive Board take office as members of the Executive Board upon their being appointed by the President and approved by the Executive Board. District chairmen take office as members of the Executive Board upon their being approved by the Executive Board.

Upon the death, resignation, removal, or failure to qualify as a member of the Executive Board of any regular member or officer, the Executive Board may elect an eligible person to fill the

vacancy so created for the unexpired period of the term of office.

MEETINGS; QUORUM; VOTING

SECTION 4.

The Executive Board shall meet at such time and place as the Executive Board may direct and in any event at least times annually including an organizational meeting as soon as practicable following the annual meeting of the Local Council. It shall be the general practice of the Executive Board to meet monthly. Special meetings of the Executive Board may be called by the Executive Committee of the Executive Board or by the President and shall be called within thirty days upon the written request of at least one-fifth of the members of the Executive Board (which request shall specify the purpose of such special meeting). A notice of each meeting of the Executive Board shall be mailed to each member at least five days in advance of the meeting.

One-third of the members of the Executive Board shall constitute a quorum for all purposes.

Unless otherwise required by law, the Articles of Incorporation or these Bylaws, all questions (except elections and appointments) presented to a meeting of the Executive Board at which a quorum is present shall be decided by a majority of those actually voting; elections or appointments shall be decided by a plurality of those actually voting.

Any regular member of the Executive Board who fails to attend two meetings of the Executive Board in any one year shall not be eligible for reelection as a regular member of the Executive Board for the ensuing term, provided, however, that the Executive Board may excuse absences and any absence so excused shall be counted as a meeting attended.

ADVISORY COUNCIL

SECTION 5.

No member of the Executive Board, other than a person who is a member of the Executive Board on January 1,*, shall continue to serve as such

*Insert the year following the year in which these Bylaws are adopted.

after the annual meeting of the Local Council next occurring after having attained the age of seventy years. There shall be an Advisory Council to the Executive Board composed of (a) all officers or regular members of the Executive Board who, having served upon the Executive Board not less than five years, attain or have attained the age of seventy years, (b) other officers or regular members of the Executive Board who retire after having served upon the Executive Board for at least five years, are willing to continue their relationship with the Corporation in an advisory or consulting capacity to the Executive Board, and are elected to

membership on the Advisory Council by a two-thirds vote of the members of the Executive Board present at any meeting, and (c) such other persons who, being unable to devote time to Scouting on a regular basis, wish to serve Scouting upon special assignment and are elected to membership on the Advisory Council by a two-thirds vote of the members of the Executive Board present at any meeting. Members of the Advisory Council shall be entitled to receive notice of and to attend all meetings of the Executive Board but shall have no vote.

ARTICLE V. COMMITTEES OF THE EXECUTIVE BOARD

COMMITTEES; APPOINTMENT

SECTION 1

There shall be an Executive Committee consisting of the persons and having the powers specified in Section 2 of this Article.

In addition, subject to the provisions of Sections 3 and 4 of this Article, the Executive Board shall have such committees, each of which shall have such powers and responsibilities, as may be fixed by resolution of the Executive Board in accordance with guidelines and procedures from time to time recommended by the Boy Scouts of America. The committees of the Executive Board shall be appointed from members of the Local Council or from persons satisfying the qualifications set forth in Article III, Sections 1 and 2, annually by the President with the advice and approval of the Executive Board, at the regular meeting of the Executive Board next following the annual meeting of the Local Council. In the event a person, other than the chairman of a committee in the district, who is not a member of the Local Council is appointed to such a committee, that person shall be elected as a member at large of the Local Council. As provided in Section 2 of Article IV of these Bylaws, the chairmen of the committees shall, by reason of their positions as such, be members of the Executive Board. All actions of the committees shall be subject to the approval of the Executive Board.

EXECUTIVE COMMITTEE

SECTION 2.

The Executive Committee shall be composed of those persons who are the officers of the Corporation including the council Scout executive (who shall have no vote) and may include selected council standing committee chairmen and such other members of the Executive Board as may be elected by the Executive Board.

The Executive Committee of the Executive Board shall have and may exercise all the necessary powers of the Executive Board in the management of the Corporation during the intervals between the meetings of the Executive Board, but in no event shall the Executive Committee act contrary to action theretofore taken by the Executive Board. Minutes shall be kept of all Executive Committee action and reported to the ensuing meeting of the Executive Board.

Meetings of the Executive Committee may be called at any time by the President and shall be called by the President within thirty days upon the request of three or more members of the Executive Committee. It shall be the general practice of the Executive Committee to meet in those months in which the Executive Board does not meet. All meetings of the Executive Committee shall be held on at least three days' written notice or one-day notice by cablegram, telegram, or radiogram. A majority of the voting members of the Executive Committee shall constitute a quorum.

COMMITTEES

SECTION 3.

The committees of the Executive Board shall be responsible for the development and effectiveness of programs and policies of the Corporation in accordance with standards and requirements as established by the Boy Scouts of America. The Corporation shall have committees (or specialists under one plan of council and district organization) of the Executive Board as may be authorized by the Boy Scouts of America operations manual published for the council's adopted plan of council and district organization.

The committees of the Executive Board shall be so organized as to provide for the coordination of

their work throughout the entire territory of the Corporation. The Executive Board's committees shall be concerned with the development of policy, program, and procedures as approved by the Executive Board in the interest of the uniform development and extension of Scouting throughout the territory of the Corporation.

The committees shall function throughout the year, meeting as often as may be necessary in the judgment of the committee chairman, President, or council Scout executive.

Committees shall be guided by the program material and manuals made available by the national office of the Boy Scouts of America and shall make recommendations in light of their experience and knowledge of local conditions.

ARTICLE VI. OFFICERS AND NATIONAL COUNCIL MEMBERS

OFFICERS; ELECTIONS AND APPOINTMENT

SECTION 1.

The officers of the Corporation shall be a President, (No.) Vice-Presidents, a Treasurer, a Council Commissioner, and a council Scout executive who shall also fill the office of Secretary. The officers, with the exception of the council Scout executive, shall be elected from the active membership of the Local Council at the annual meeting of the Local Council, shall take office immediately following such meeting, and shall hold office until the conclusion of the next succeeding annual meeting of the Local Council and until their successors are elected and qualify. Vacancies in these offices occurring between annual meetings of the Local Council may be filled by the Executive Board. The council Scout executive shall be appointed by and shall serve during the pleasure of the Executive Board.

The Local Council may, upon the nomination of the Executive Board, create honorary offices and elect persons to fill the offices so created. Honorary officers shall have no duties or vote.

PRESIDENT

SECTION 2.

The President shall serve as chairman of meetings of the Local Council, the Executive Board, and the Executive Committee and shall be a member ex officio of all committees of the Executive Board and shall perform such other functions as herein provided or as are assigned by the Executive Board. The President is automatically elected by the National Council to serve as a Local Council representative during the term of office.

VICE-PRESIDENTS**SECTION 3.**

The Vice-Presidents shall perform such functions as may be assigned to them by the Executive Board. In case of the President's inability or failure to make such designation, the Executive Board or Executive Committee may designate one of the Vice-Presidents to serve during the President's absence or inability to serve.

TREASURER**SECTION 4.**

The Treasurer shall be responsible, through methods of internal control, for the recording and deposit of all receipts of the Corporation, for the proper disbursement of its cash, and accounting for all property of the Corporation, whether real or personal, tangible or intangible, however acquired. The Treasurer shall present annually to the Executive Board a statement of all income and expenses during the prior year, together with a statement of all assets, liabilities, and fund balances of the Corporation as at the end of that year, these statements first having been duly audited and certified in accordance with generally accepted auditing standards by certified public accountants or other recognized independent public accountants approved by the Executive Board or Executive Committee. A copy of such audited annual statements shall be kept available at the office of the Corporation for inspection by members of the Corporation, and a copy shall be filed with the national office of the Boy Scouts of America. The Treasurer shall also present interim period reports as required by the Executive Board.

No more than two Assistant Treasurers may be appointed by and shall act during the pleasure of the Executive Board or Executive Committee.

The Treasurer and Assistant Treasurers shall be bonded.

COUNCIL COMMISSIONER

(NOTE: This section to be used if the council is operating under the *Traditional Plan of Council and District Operation*.)

SECTION 5.

Working in close cooperation with the council

Scout executive, the Council Commissioner shall—

(a) Supervise the activities of the commissioner staff and preside at councilwide meetings of district commissioners and conduct commissioner conferences.

(b) Give leadership to the recruiting and training of an adequate commissioner staff so as to provide continuing and effective commissioner service to each unit.

(c) Maintain the standards of the Boy Scouts of America, uphold national policies, promote good uniforming and the correct wearing of insignia, and give leadership to the holding of regular roundtable programs in the districts.

(d) Be concerned with the proper recognition of unit leaders and the maintenance of their morale, and periodically report unit conditions to the Executive Board.

(e) Help the district commissioners to maintain a good working relationship with related district Scout executives.

(f) Maintain procedures that will assure maximum unit charter renewal by district commissioner staffs.

The Council Commissioner shall work with the President to secure help of committees in meeting unit needs.

The Council Commissioner must be at least twenty-one years of age and election is subject to approval and issuance of a commission as Council Commissioner by the Boy Scouts of America.

The Council Commissioner is automatically elected by the National Council to serve as a Local Council representative during the term of office.

(NOTE: This section is to be used if the council is operating under the *Recommended Plan for Council and District Operation*.)

The Council Commissioner shall—

(a) Assist the Council President, in the capacity of uniformed council officer, representing the Council President where assigned at appropriate council and/or district events.

(b) Support the district chairmen by providing supplemental training to the district Cub Scout commissioners and district Scout commissioners.

(c) Serve as the program "quality control" officer of the council as directed by the Council President.

COUNCIL SCOUT EXECUTIVE**SECTION 6.**

(a) The Council Scout executive shall be the chief executive officer of the Corporation and shall have general direction over the administrative work of the Corporation, subject to the authority and direction of the Executive Board. The council Scout executive shall serve as the Secretary of the Local Council, the Executive Board, its Executive Committee, all other committees of the Executive Board, and district committees and shall be a member ex officio of all committees of the Executive Board without vote.

The council Scout executive may designate one or more representatives to serve as secretaries of district committees and, when necessary, committees of the Executive Board.

(b) The council Scout executive shall be responsible for the administration of the Scout program within the territory of the Corporation and for making effective within such territory the policies and programs of the Corporation in accordance with the policies of the Boy Scouts of America as from time to time announced by it.

(c) The council Scout executive may execute, on behalf of the Corporation, all documents, deeds, or notes duly authorized to be executed and shall be the custodian of the seal of the Corporation and may affix the same duly attested to such documents, deeds, or notes as may require it. As to notes and deeds, such countersignatures shall be required as the Executive Board may direct.†

(d) The council Scout executive shall assist the Treasurer in maintaining the accounting records and the budget system, and shall be responsible for preparing monthly detailed statements of all financial operations including the budget report for the information of the Treasurer and the finance committee.

(e) The council Scout executive may with the approval of the Executive Board delegate to any staff officer or employee authority in writing to execute such leases, contracts, and other instruments as may be deemed desirable. Subject to the provisions of these Bylaws and the direction of the Executive Board, the council Scout executive shall have the power to appoint and remove all employees of the Corporation and to direct their work.†

†Executive Board Resolution 2 (page 12) is needed to implement (c) and (e) of this section.

(f) The council Scout executive shall see that notices are sent to those elected as members of the Local Council and the Executive Board and as officers of the Corporation and to those appointed as members of committees; and shall cause notices to be sent out of all meetings for which provision is made hereunder and be responsible for the minutes of all meetings of the Local Council, Executive Board, and committees of which the council Scout executive is Secretary.

(g) The council Scout executive shall be responsible for the preparation and keeping of such records as will make possible the Corporation's application for renewal of its charter. The council Scout executive shall submit a report at each meeting of the Executive Board relative to the work of the Corporation and to the status of the Scouting movement throughout the territory of the Corporation, inviting attention to matters of particular interest and informing the Executive Board concerning any problems of which the Executive Board should be advised, together with recommendations and suggestions for the good of the movement requiring action by the Executive Board.

(h) The council Scout executive shall prepare an annual report covering the activities and achievements of the Corporation which, with the approval of the Executive Board, shall be presented to the annual meeting of the Local Council, transmitted to the national office of the Boy Scouts of America, and made public to the communities within the territory of the Corporation.

(i) The council Scout executive appointed by the Executive Board must be one recommended by the Boy Scouts of America and have been commissioned as council Scout executive by the Boy Scouts of America.

NATIONAL COUNCIL MEMBERS**SECTION 7.**

At its annual meeting, the Local Council of the Corporation shall elect from its active membership such number of National Council members as the Corporation is entitled to under the Bylaws of the Boy Scouts of America to hold office until the conclusion of the next annual meeting of the Local Council and until their successors are elected and

qualify. National Council members shall attend the annual meeting, and any special meetings, of the National Council of the Boy Scouts of America and shall participate in its proceedings and perform such other duties as may be assigned to them by the Executive Board or the National Council of the Boy Scouts of America. As liaison officers between this Corporation and the National Council they shall—

(a) present the point of view of the Corporation to the National Council in respect to matters of national policy and procedure, and

(b) interpret to the Corporation decisions and

policies of the National Council and assist the Corporation in its responsibility to make effective and bring about an understanding among local Scouters of such decisions and policies of the National Council.

National Council members shall serve as members of the regional committee and shall attend all regional committee meetings and participate in the proceedings thereof. The duly elected Council President and Council Commissioner are automatically elected by the National Council to serve as Local Council representatives during their terms of office.

ARTICLE VII. COMMISSIONER STAFF AND PROFESSIONAL STAFF

COMMISSIONER STAFF

SECTION 1.

The commissioner staff may be composed of the Council Commissioner, one or more assistant council commissioners, district commissioners, assistant district commissioners, roundtable commissioners, assistant roundtable commissioners, and unit commissioners. Each such Scouter shall be twenty-one years of age or over to whom the Boy Scouts of America has issued a commission for a respective volunteer post.

The council/district commissioner staff, subject to the approval of the Executive Board, shall be selected as required and in such a manner as is set forth in the operations manual of the Boy Scouts of America for the council's adopted plan of council and district organization (No. 7201 or No. 3046), the *Rules and Regulations of the Boy Scouts of America*, and these Bylaws.

Each member of the commissioner staff shall serve as a volunteer and carry out the mission of the position for which commissioned in cooperation with the council's plan for the delivery

of its programs to chartered organizations and community groups and in accord with these Bylaws, policies, procedures, and the *Rules and Regulations of the Boy Scouts of America*.

PROFESSIONAL STAFF

SECTION 2.

The Corporation may employ individuals in professional positions who have been recommended by and commissioned as such by the Boy Scouts of America. Such members of the professional staff shall be appointed to office by the Executive Board upon the recommendation of the council Scout executive and shall serve, under the direction and supervision of the council Scout executive, at the pleasure of the Executive Board and the council Scout executive.

Duties of members of the professional staff shall be as defined by the council Scout executive with the approval of the Executive Board. They may be designated so as to indicate their respective functions, but all professional titles shall first be approved by the Boy Scouts of America.

ARTICLE VIII. DISTRICT ORGANIZATION

DISTRICTS

SECTION 1.

For the purpose of area service and administration, the Corporation's territory shall be divided geographically into such districts as the Executive Board may from time to time determine, subject to the Rules and Regulations of the Boy Scouts of America. The Corporation shall supervise Scouting in each district through the active members of the Local Council residing within the district and such additional district members as may be elected.

DISTRICT COMMITTEE

SECTION 2.

The district committee shall be elected annually by the district members to administer the Scouting program within the territory of the district. The district committee and the committees of the district have no legislative authority, the purpose of the district committee being to make effective within the district policies and programs adopted by the Corporation. The district committee consists of Scouting coordinators and council members at large within the district territory plus duly elected district members at large.

DISTRICT COMMITTEE OFFICERS

SECTION 3.

Each district committee shall, subject to the approval of the Executive Board, elect a chairman and other officers as may be required and in such a manner as set forth in the official operations manual of the Boy Scouts of America for the council's adopted plan of council and district organization. The district chairman shall be nominated for election to the Executive Board in accordance with Article IV, Section 2 of these Bylaws.

MEETINGS OF THE DISTRICT COMMITTEE

SECTION 4.

The district committee shall meet monthly at

such time and place, preferably within the district, as may be fixed by the committee or its chairman. The business transacted at each monthly meeting shall be concerned with service to chartered organizations and to units within the district and shall include the receiving of reports from the chairmen of various district operating committees, the council Scout executive or designee (as secretary of the district committee), and the district commissioner, and such other business as the chairman and officers and council Scout executive may indicate.

The district committee meeting immediately preceding the annual meeting of the Local Council shall be the annual meeting of the district. At least ninety days prior thereto a nominating committee shall be appointed from the membership of the district committee by the district chairman which shall make nominations for district officers and members at large for election at the annual meeting of the district. At this meeting the officers and district committees shall present reports of the year's activities.

SECTION 5.

A suggested district election procedure appears in the appendix.

DISTRICT OPERATING COMMITTEES

SECTION 6.

Each district may have such committees as approved by the Executive Board and as authorized by the Boy Scouts of America in the operations manual for the council's adopted plan of council and district organization. Each district shall be responsible for cooperating in making effective the policies and programs adopted by the Executive Board.

The chairmen of committees of the district shall be appointed by the district chairman with the approval of the district committee. The members of these committees shall be appointed by the district committee, upon the recommendation of the respective committee chairman and the district chairman.

ARTICLE IX. LOCAL UNITS

APPROVAL OF UNIT CHARTERS

SECTION 1.

The Executive Board shall review or shall authorize some committee or person to review all applications for new charters or renewal of charters by sponsors within the Corporation's territory and shall forward the recommendation with respect to each such application to the national office of the Boy Scouts of America.

UNIT DESIGNATION

SECTION 2.

All units within the Corporation's territory shall be designated by the name of the community in which the unit is located by the name of the chartered organization or community group operating the unit, and by a serial number assigned by the Corporation.

ARTICLE X. FINANCES AND PROPERTY

RAISING FUNDS

SECTION 1.

Clause 1. All money raised by or received for the benefit of the Corporation or a unit under its jurisdiction and all property acquired by the Corporation or such a unit shall be deemed to be received or acquired for the benefit of Scouting as interpreted and promoted by the Boy Scouts of America, in accordance with the Rules and Regulations and procedures from time to time adopted by the Boy Scouts of America.

Clause 2. Subject to the Rules and Regulations adopted by the Boy Scouts of America, the Corporation shall control the raising and expenditure of all funds for local Scout work within the territory of the Corporation. The necessary expenses of the Corporation shall be met by funds secured by solicitation or otherwise in accordance with the Rules and Regulations of the Boy Scouts of America pertaining to the raising of funds for Scouting purposes.

Clause 3. Neither the Corporation nor any unit under its jurisdiction shall have any authority to bind the Boy Scouts of America to any financial obligation whatever.

CONTROL OF FUNDS AND PROPERTY

SECTION 2.

Budget

Clause 1. The Executive Board shall, preceding the commencement of each fiscal year, consider and adopt a budget of estimated expenditures by the Corporation for such fiscal year. No funds shall be expended by the Corporation during a fiscal year without the authorization of the Executive Board or the Executive Committee for any item not covered by, or in excess of the amount authorized by, the budget for such year.

General Funds

Clause 2. All funds of this Corporation or funds handled on behalf of this Corporation or the Boy Scouts of America, from whatever source and for whatever purpose received, shall be deposited to the credit of the Corporation in such depositories as shall be approved by the Executive Board, Executive Committee, or finance committee. The funds shall be disbursed only upon the authority of the Executive Board, Executive Committee, or finance committee or upon the order of officers of the Corporation duly authorized by the Executive

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Board, Executive Committee, or finance committee; in any event the signatures of at least two authorized persons shall be required for the disbursement of funds except in the case of checks made payable to the Boy Scouts of America where a single signature will be accepted provided authorization has been accorded by the Executive Board.

All receipts from registration fees, *Boys' Life* subscriptions, and any other funds of the Boy Scouts of America which are received by this Corporation for transmission to the Boy Scouts of America shall be carefully segregated, through bookkeeping and accounting procedures, as established by the Boy Scouts of America.

All persons having access to any funds (general or special) of the Corporation shall be bonded.

Special Funds

Clause 3. The Corporation may create special funds for specific purposes to be used in the interest of the Boy Scouts of America by the Corporation or a unit under its jurisdiction. Such special funds may be established by recordation in proper account on the books of the Corporation and shall, if required by direction of the Executive Board or the term of a gift or bequest, be vested in a bank or trust company in trust for the use of the Corporation or the unit, with the provision in the statement of the conditions governing the administering of the trust that in the event of the dissolution of the unit or Corporation or revocation, termination, or lapse of its charter said trustee will, after satisfying any claims against such fund, turn over to the Boy Scouts of America the balance for use by the Boy Scouts of America for the benefit of Scouting in such locality and for the specific purposes for which the fund was granted. If, after a reasonable period, there is no suitable opportunity for the use of said fund in such locality, it may be used elsewhere.

Real Estate

Clause 4. The Corporation may hold title to real property in its own name as long as its Articles of Incorporation expressly provide for the conveyance of such property or the net proceeds from the sale thereof to the Boy Scouts of America in the event of the dissolution of the Corporation or the revocation or termination of its charter. Title to real property acquired for the Corporation may also be vested in a bank or trust company in trust for the use of the Corporation, where

appropriate in accordance with the wishes of the donor, with a provision in the trust deed that in the event of the dissolution of the Corporation or the revocation or termination of its charter, the trustee, after satisfying any claims against the Corporation to which such property may be subject, will convey said property or pay the net proceeds from a sale of the property to the Boy Scouts of America, which shall hold or use said property or funds for the benefit of Scouting in the locality in which the Corporation is located or elsewhere if after a reasonable period there is not suitable opportunity to use said property or funds in said locality.

Title to all real estate acquired for a unit under the jurisdiction of the Corporation shall be vested in (a) the name of the Corporation (if the Corporation agrees to hold title to the property), (b) the operator of such unit (if the operator is a chartered organization or community group), or (c) a bank or trust company, in each case in trust for the use of the unit, where appropriate in accordance with the wishes of the donor, with a provision in the trust deed that in the event of the dissolution of the unit or the revocation, termination, or lapse of its charter, the trustee will, after satisfying any claim against such unit to which such real estate may be subject, hold the property upon the instructions of the Corporation or, if so instructed, convey said property or pay the net proceeds from a sale of the property to the Corporation, which shall hold or use said property or funds for the benefit of Scouting in the locality in which the unit is located or elsewhere if, after a reasonable period, there is not a suitable opportunity to use said property or funds in such locality.

Securities

Clause 5. The securities of the Corporation shall be deposited in any such deposit vault or vaults or with such bank or banks, trust company or trust companies, or such other depositories as may from time to time be designated by the Executive Board, Executive Committee, or finance committee. Access to the securities may be had as provided by resolutions of the Executive Board, Executive Committee, or finance committee and not otherwise.

Audit

Clause 6. A statement of all income and expenses of the Corporation during the fiscal year and a statement of all assets, liabilities, and fund

balances of the Corporation as at the end of such year shall be duly audited and certified annually in accordance with generally accepted auditing standards, by certified public accountants or other recognized independent public accountants approved by the Executive Board or Executive Committee.

ADMINISTRATION OF UNIT FUNDS

SECTION 3.

Clause 1. At the request of the unit committee of any unit under the jurisdiction of the Corporation, the Treasurer may hold for such committee funds for the unit. Such funds shall be transferred, in whole or in part, to the custody of the unit or a treasurer of the chartered

organization upon duly accredited authority for such transfer.

Clause 2. In the event of the dissolution of a unit or the revocation or lapse of its charter, the unit committee shall apply unit funds and property to the payment of unit obligations and shall turn over the surplus, if any, to the Corporation. In the case of an organization unit, any funds or equipment which may have been secured as property of the unit shall be held in trust by the organization or the Corporation, as may be agreed upon, pending its reorganization or the development of other plans, with the approval of the Corporation, for the use of such funds and property in connection with a program for character development, citizenship training, mental and physical fitness for the youth of that organization or, by the agreement of those involved, shall be used elsewhere for the promotion of the program of the Boy Scouts of America.

ARTICLE XI. ADDITIONAL ADMINISTRATIVE MATTERS

INDEMNIFICATION

SECTION 1

Any person made a party to any action, suit, or proceeding, civil or criminal, by reason of the fact that such person, his/her testator or intestate, is or was a member of the Executive Board or committee of the Executive Board of the Corporation, or an officer or National Council member or employee of the Corporation, or a director, officer, or employee of any corporation in which he/she served as such at the request of the Corporation, or a member of the commissioner staff of the Corporation, or a member of a district committee or a district officer under the jurisdiction of the Corporation, shall be indemnified by the Corporation against the reasonable expenses, (including amounts paid by way of judgment and settlement and including attorney's fees), actually and necessarily incurred by him/her in connection with defense of such action, suit, or proceeding, whether or not such defense shall be successful in whole or in part, or in connection with any appeal therein or any settlement thereof, except in relation to matters as to which it shall be adjudged in such action, suit,

or proceeding that such person is liable for negligence or misconduct in the performance of duties. Such indemnification, if afforded, shall not be deemed exclusive of any other rights to which such persons may be entitled apart from this Section. This Section shall not be deemed to limit any power or exclude any right of the Corporation to provide any additional or other indemnity or right for any Executive Board member, officer, employee, or other person. If this Section should be invalid or ineffective in any respect, the validity and effect of the Section in any other respect shall not be affected.

CONTRACTS, CHECKS, DRAFTS, ETC.

SECTION 2.

Except as otherwise provided by law or in these Bylaws, such officer or officers, employee or employees, or agent or agents of the Corporation as shall be specified by the Executive Board or Executive Committee shall sign, in the name and on behalf of the Corporation, all deeds, bonds, contracts, mortgages, and other instruments or documents, the execution of which shall be

Bylaws—Article XI, Section 2

authorized by the Executive Board or Executive Committee; and such authority may be general or confined to specific instances.

Except as otherwise provided by law or in these Bylaws, all checks, drafts, notes, bonds, bills of exchange, or other orders, instruments, or obligations for the payment of money shall be signed by such officer or officers, employee or employees, or agent or agents of the Corporation as shall be specified by the Executive Board or Executive Committee.

NOTICES AND WAIVERS

SECTION 3.

Whenever any notice is required by these Bylaws or by any law to be given to any member of the Local Council, member of the Executive Board, or any committee or any officer, such notice except as otherwise provided by these Bylaws or by any law may be given personally or by telegram, cable, or radiogram addressed to such person at his/her or its place of business, if any, or (to the extent applicable) at such address as has been given to the Corporation as the home address of the person; or the notice may be given in writing by mail, in a sealed wrapper, postage prepaid, addressed to such person at such address. Any notice given by telegram, cable, or radiogram shall be deemed to have been given when it shall have been delivered for transmission and any notice given by mail shall be deemed to have been given when it shall have been deposited in a post office, in a regularly maintained letter box, or with a postal carrier. A waiver of any such notice in writing, signed by the person entitled to such notice in writing, as required, shall be deemed the equivalent thereof; and the presence at any meeting of any person entitled to notice thereof shall be deemed a waiver of such notice as to such person.

ACTION WITHOUT A MEETING

SECTION 4.

Except to the extent otherwise restricted by any applicable law, any action required or permitted to be taken at any meeting of the Executive Board or any committee thereof may be taken without a meeting if prior to such action a written consent thereto is signed by all members of

the Executive Board or committee and such written consent is filed with the minutes of the proceedings of the Executive Board or committee.

FISCAL YEAR

SECTION 5.

The fiscal year of the Corporation shall be the calendar year.

SEAL†

SECTION 6.

The seal of the Corporation shall be in the form of a circle enclosing the universal badge with the motto Be Prepared underneath this badge and the words "..... Council of Boy Scouts of America,....." around the circle and shall be used only as authorized.
(Inc.*)

†A seal may be ordered from the Supply Division, No. 5957—
\$25 FOB NYC.

*If part of corporation name.

AMENDMENT

SECTION 7.

These Bylaws may be amended at any meeting of the Executive Board, upon the recommendation of the Executive Committee of the Executive Board, or when the proposed amendment has been sent to members of the Executive Board at least fifteen days in advance of the meeting. All amendments to these Bylaws must first be approved by the national office of the Boy Scouts of America before being submitted to the Executive Board for adoption.

EXECUTIVE BOARD RESOLUTIONS

RESOLUTION 1.—*This resolution implements Article V, Section 3 (page 10).*

Committees of the Executive Board

Resolved. That the following committees of the Executive Board shall be appointed: (list the desired committees). Their duties and

responsibilities shall be as set forth in the operations manual (No. 7201 or No. 3046) for the council's adopted plan of council and district organization and applicable literature of the Boy Scouts of America.

RESOLUTION 2.—*This resolution implements Article VI, Section 6 (c) and (e) (page 12).*

Authority of Council Scout Executive and Members of Professional Staff

RESOLVED, That subject to any limitation imposed by law, the Bylaws, or any resolution of the Executive Board or Executive Committee, the council Scout executive, or any member of the professional staff to whom delegated in writing authority with respect to the matter, be and hereby is authorized and empowered, for and on behalf of the Corporation and in its name, to

deliver, enter into, acknowledge, cancel, and revoke any and all agreements, conveyances, mortgages, powers of attorney, or other instruments which are incident to the carrying on, in the normal course, of the regular affairs of the Corporation; and be it further

RESOLVED, That subject to any limitation imposed by law, the Bylaws, or any resolution of the Executive Board or Executive Committee, the council Scout executive, and the Treasurer, be and hereby are and each of them hereby is authorized and empowered, for and on behalf of the Corporation and in its name, to deliver, execute, acknowledge, and pay any fees connected with any and all applications, reports, returns, or other instruments required by any governmental authority, which are incident to the carrying on, in the normal course, of the regular affairs of the Corporation.

APPENDIX

COUNCIL ELECTION PROCEDURES

(Nothing listed below is intended to replace or supersede a council's formally adopted bylaws)

I. Purpose

To elect council members at large, associate and honorary members of the local council, Local Council representatives to the National Council, regular members of the executive board, and officers of the corporation other than the Scout executive.

II. Those eligible to vote

- A. Registered Scouting coordinators currently officially representing chartered organizations.
- B. Registered, duly elected council members at large.

III. Time of elections

The date, time and place of the annual business meeting of the local council is specified by the executive board of the corporation as prescribed by the council's bylaws.

IV. Process

- A. At least 90 days prior to the date set for the annual business meeting of the local council the President shall appoint a nominating committee of not less than three active council

members. Consideration may be given to adding a former Council President and the inclusion of one or two persons of the highest community stature who are not active members of the local council.

- B. The members of the nominating committee will be identified to council Scouters between 60 and 45 days prior to the annual council business meeting so that names may be given to them for consideration.
- C. Formal nominations from registered local council Scouters are to be considered if they are received in writing no less than 30 days prior to the annual business meeting. (This may require a change in council bylaws.) Those who offer names to the nominating committee should supply some background information but should not have secured the permission of the person to be nominated and to serve if elected.
- D. The nominating committee will meet with the Scout executive, serving as the secretary and having no vote, for the purpose of selecting a slate of nominees for election.

When agreement is reached on the best person(s) to serve in each category as outlined in (I) above, each nominee should be

contacted to secure that person's permission to stand for election and to serve if elected. While those standing for reelection may be informally contacted it seems appropriate for council officers and members of the executive board to be contacted in person—and in the case of a new officer by a delegation who will recruit the nominee.

- E. Nominations received in writing within the allowable time frame from Scouters not on the nominating committee should be given serious consideration. Each such nomination should be acknowledged with a brief letter of thanks and the assurance that the candidate will be considered.
- F. The nominating committee will select a slate consisting of a single candidate for each council officer position and no more than the legally allowable number of persons for each of the following categories: executive board members, council members at large, associate and honorary members, Local Council representatives to the National Council; however, the committee may elect not to completely fill the latter categories.

The nominating committee will then cause to be printed sufficient copies of the ballot so as to provide one to every official voting member present at the local council annual business meeting. The order of listing on the ballot is as follows:

Council members at large
Associate and honorary members
Executive board members
Council officers (except Scout executive) and
Local Council representatives to the National Council.

- G. Following the elections it is important to notify those elected, to congratulate each, and to register those not already registered as active members of the Boy Scouts of America.

V. Details and Contingencies

- A. Newly elected officers and local council members at large take office immediately following the annual business meeting.
- B. Should any portion of the nominating committee's report be rejected, this portion would be reintroduced with or without changes for consideration at an adjourned or

special or postponed meeting to be held no more than 60 days from the date of the annual business meeting. This would permit write-in nominations to be submitted and studied by the nominating committee.

Formal notice of the rescheduled meeting should be sent to eligible voters stating the purpose, etc. The nominating committee should, at the rescheduled meeting, be called upon by the President to proceed with that portion (or portions) of the election that was not completed. It is hoped that nominating committee members will discover the reasons for the failure of acceptance of the slate and attempt to deal with them prior to one rescheduled meeting.

- C. In the event that a resolution is still not obtained then the process described in "B" above will be followed once more. Failing resolution the second time the President may elect (1) to entertain a motion to follow the process in "B" above once again, or (2) may dismiss the present nominating committee and appoint a new one which will meet and draw up a slate to be presented according to the guidelines above.
- D. Since officers, regular members of the Executive Board, and council members at large take office immediately following the local council annual business meeting (Local Council Bylaws Article III, Section 2, Clause 1 and Article IV, Section 3) they will assume office when the local council annual business meeting has finally been adjourned.
- E. Voting should be done by ballot. The nominating committee's slate, having been printed and distributed to eligible voters at the meeting may be used as an official ballot should there be the need.

The chairman of the nominating committee may "move the acceptance of the category under consideration and instruct the Secretary to cast a unanimous ballot for the proposed nominees." If this motion is carried there is no need to collect the printed ballots.

If the "unanimous ballot" motion is defeated then the President will immediately appoint tellers from among the active, registered members present to collect and tally the ballots. It may be helpful to have eligible voters sign their names so that their eligibility can be checked.

DISTRICT ELECTION PROCEDURES

(Nothing listed below is intended to replace or supersede a district's formally adopted bylaws)

DISTRICT

I. Purpose

To elect district officers and district members at large.

II. Those eligible to vote

- A. Scouting coordinators registered and currently representing chartered organizations within the district's geographical boundaries.
- B. Registered district members at large duly elected at the last annual district committee meeting or during the interim at a regular, duly called district committee meeting.
- C. Registered council members at large residing in the district.

III. Time

The annual district committee meeting at which elections are held generally occurs in the month preceding the council annual meeting, but may vary according to the council's bylaws.

IV. Process

- A. Ninety days prior to the district annual meeting the district chairman will submit his suggestions for members of the nominating committee to the council president for his approval. This committee should consist of 3 to 5 members. It is recommended that the council President appoint a member of the council Executive Board to serve on this committee.
- B. When approval is received from the council President the committee will meet with the district executive as adviser to form the slate comprised of nominees for district chairman, one or more vice-chairmen, and district members at large, plus a nominee to be submitted to the Council Commissioner for council Executive Board approval to serve as District Commissioner.
- C. The nominating committee will not only agree on the slate but will also secure the nominees'

permission to stand for election and to serve if elected.

- D. The members of the nominating committee will be identified to the district Scouters between 60 and 30 days prior to the annual district committee meeting so that suggestions may be given to them for consideration. (This information may be included in one formal notice of the annual meeting.)
 - E. Formal nominations may be made in writing to the nominating committee for inclusion in their report providing the nominees thus entered are received by the nominating committee at least two weeks prior to the annual meeting of the district. If accepted by the nominating committee, the candidate will be contacted by the nominating committee and permission received from the person to stand for election and to serve.
 - F. At the district annual meeting the district chairman will call upon the chairman of the nominating committee for his report and "turn over the chair to him to conduct the elections."
1. The chairman of the nominating committee will first present his committee's nominees for district members at large. He will call for a motion, second, and vote.
 2. The chairman of the nominating committee will then present his committee's nominees for district chairman and vice-chairmen; call for motion, second, and vote.
 3. The District Commissioner is to be an elected member at large but is offered for appointment and approval as District Commissioner by the council Executive Board through the report of the Council Commissioner and with the concurrence of the Scout executive. The District Commissioner is not elected at the district annual meeting.
 4. Where more than one candidate is offered, elections will be based on a plurality where a quorum is present unless the council's bylaws provide otherwise.

V. Details and Contingencies

- A. Newly elected officers and members at large take office immediately upon election.
- B. If any portion of the nominating committee's report is rejected, this portion must be reintroduced at a special or adjourned or recessed meeting of the district committee to be held within 30 days of the present meeting, but not earlier than two weeks in order to give time for the nominating committee to receive nominations from Scouters, "in writing, at least two weeks prior to the annual meeting of the district" (see IV (E) above). Formal notice of this meeting must be sent to eligible voters immediately so that it is received at least three weeks prior to the meeting. The nominating committee will, at the next meeting, proceed with the portion of the election that failed passage. It is hoped that nominating committee members will discover the reasons for the failure of acceptance and attempt to deal with them.
- C. In the event that a resolution is still not obtained, then the matter will be referred to the council President and/or Executive Board for final resolution.
- D. Because of V (A) above, the new members at large, plus Scouting coordinators and council members at large, are eligible to vote at postponed elections if they were elected and the officers' slate was not accepted.
- E. Voting should be done by ballot. Ballots need not be collected and counted if the secretary (DSE) is instructed by motion to "cast a unanimous ballot for the proposed candidates" and the motion is carried. If not carried, then the secretary should be instructed to collect ballots only from those eligible to vote, these should be marked with the name of eligible voters, and counted by clerks appointed by the chairman of the nominating committee.

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EXHIBIT F

(Local Council Charter Form)

APPLICATION FOR RENEWAL OF LOCAL COUNCIL CHARTER

For the year beginning July 1, 2020

Scan signed form and email to
LCCR@scouting.org by March 1, 2020.

Region _____ Area _____

Council no. _____

Headquarters city and state: _____

The Boy Scouts of America charters local councils in order to accomplish its purposes and carry out its programs. The charters are issued for a period of one year and may be renewed annually upon application by the local council. The renewal of the charter is based on annual reports that show satisfactory efforts to meet the responsibilities of a local council in the corporation. The Boy Scouts of America may revoke or decline to renew council charters for failure to comply with the Bylaws, Rules and Regulations, or policies of the Boy Scouts of America, or in any instance where it deems such action advisable in the interests of Scouting.

The _____ Council, Boy Scouts of America, hereby applies for renewal of its charter for the year beginning July 1, 2020.

This application has been reviewed and approved by the executive committee or executive board at a duly called meeting on _____, 20____, at which meeting a quorum was present, and the council specifically accepted its obligation to cooperate with the Boy Scouts of America and its representatives in promoting the program of the Boy Scouts of America in accordance with the provisions of the Charter, Bylaws, resolutions, policies, and Rules and Regulations of the Boy Scouts of America. The Scout executive's letter of employment has been reviewed as part of the annual performance review process.

This council agrees with and accepts credit terms of the National Service Center and agrees to the payment of "late payment charges" commensurate with the laws of the state of Texas, from which invoices are issued.

In 2019, our council budget funded the following youth/adults:

we had _____ council-paid LFL participants with a license fee of \$_____.

and had _____ council-paid Traditional/Scoutreach members at a total cost of \$_____.

Data submitted, to the best of our knowledge, represents an accurate and complete report of requested information. Finance reports have been prepared in conformity with accounting standards set forth in the *Local Council Accounting Manual*. Financial audit report for fiscal year ending December 31, 2019, one copy of the 990 form, audit, management letter and response are due to audits990@scouting.org by July 31, 2020.

A National Service Fee will be assessed. It will be 3.5% of 2019 total salaries in accounts 7002 and 7003. For those councils that will be charged a national service fee of \$40,000 or greater for the year 2020, your fee will increase at the same rate of qualifying salary growth from 2018 to 2019, not to exceed 10 percent. If the council's 2020 national service fee is \$40,000 or greater and salaries decreased, the council will be invoiced the same national service fee for 2021. In addition, there is an annual charter fee of \$100.

Insurance & Risk Management

Local councils are required to have automobile liability insurance coverage of \$1,000,000 combined single limit (CSL) for owned, non-owned, leased or hired vehicles which also provides excess coverage to volunteers and employees engaged in official Scouting activities, on Scouting business, on council business or under your direction.

If the council does not have owned vehicles, insurance must still be purchased to cover the council for non-owned, hired and leased automobile liability for employees and volunteers.

Councils must submit with the Local Council Charter application, a certificate of insurance showing evidence of the following coverages:

- Automobile liability - \$1,000,000 with volunteer coverage endorsement or equivalent language
- Property Insurance
- Workers' Compensation
- D&O excess insurance (if purchased outside BSA offered)

Our Enterprise Risk Management Chair is _____ email _____

Our Youth Protection Champion is _____ email _____

Council President signature date

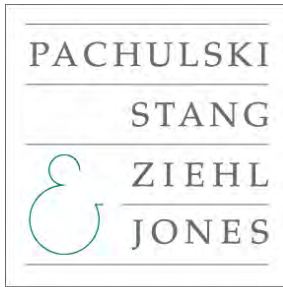
Council Commissioner signature date

Scout Executive signature date

Please return via email to: LCCR@scouting.org by March 1, 2020.

EXHIBIT G

(July 10 TCC Letter)



July 10, 2020

LAW OFFICES
LIMITED LIABILITY PARTNERSHIP

SAN FRANCISCO, CA
LOS ANGELES, CA
WILMINGTON, DE
NEW YORK, NY
COSTA MESA, CA

150 CALIFORNIA STREET
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NEW YORK
NEW YORK 10017-2024

TELEPHONE: 212/561 7700
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COSTA MESA

650 TOWNE CENTER DRIVE
SUITE 1500
COSTA MESA
CALIFORNIA 92626

TELEPHONE: 714/384 4750
FACSIMILE: 714/384 4751

Middle Tennessee Council, Inc.,
Boy Scouts of America
3414 Hillsboro Pike
Nashville, TN 37215

**Re: In re: Boy Scouts of America and Delaware BSA, LLC
(Bankr. D. Del., Case No. 20-10343 (LSS))
Demand to Cease and Desist from Planned Asset Transfer in
Violation of the Bankruptcy Automatic Stay**

Dear Middle Tennessee Council, Inc.:

The Official Committee of Survivors of Abuse in the chapter 11 bankruptcy of Boy Scouts of America (the “**Committee**”) demands that the Middle Tennessee Council, Inc., Boy Scouts of America (“**You**” or “**Local Council**”) is informed and believes that you already have or are about to place Boxwell Reservation, Latimer Reservation, Grimes Canoe Base, and Parish Reservation (collectively, the “**Assets**”) into a trust vehicle pursuant to that certain Properties Trust Agreement dated as of June 12, 2020 (“**Transfer**”). For the reasons stated below, the Committee demands that you immediately cease and desist from any action related to the sale or transfer of Local Council assets.

If the Transfer has not yet been accomplished, this will serve to remind you that the Boy Scouts of America (“**BSA**”) has a reversionary interest in the Assets, which in turn is property of the bankruptcy estate pursuant to 11 U.S.C. Section 541(a)(1). Any transfer of local council assets would be a violation of the automatic stay in BSA’s chapter 11 case and such violation may result in an order finding you and anyone acting in concert with you in contempt of the automatic stay and liable for compensatory and punitive damages. Additionally, the Committee reserves the right to seek injunctive relief against you and anyone acting on your behalf or in concert with you to sell or transfer the Assets to prevent such sale or transfer.

Middle Tennessee Council, Inc., Boy Scouts of America
July 10, 2020
Page 2

BSA's Rights in All Local Council Assets

The Charter and Bylaws of the Boy Scouts of America, (“**BSA Bylaws**”) contain numerous provisions evidencing the broad scope of BSA's powers with regard to you and your property. For instance:

- BSA has sole discretion over the chartering of Local Councils, and BSA sets the size of the councils and their governing body. BSA Bylaws, Art. VI §§2 and 3.
- BSA may revoke or modify the charter of a Local Council at any time in its sole discretion. BSA Bylaws, at Art. VI, §4.
- BSA has the right to refrain from renewing a Local Council charter as Local Council charters are issued for a period not exceeding one year. BSA Bylaws, Art. VI, Sec. 1.
- BSA provides Local Councils with a standard form of Articles of Incorporation and Bylaws. The Local Council Articles and Bylaws acknowledge that BSA may terminate or revoke the Local Council's charter and requires the Local Council to dissolve when and if that occurs. Local Council Articles, Art. II, at 1. (I also note that the standard form for applying for a charter includes a specific reference to BSA's revocation power).
- Upon termination of a Local Council charter or dissolution of a council, all rights of management and ownership of Local Council property shall become vested in the National Council for use in accordance with the Rules and Regulations of the Corporation. Local Council articles of incorporation and bylaws shall include or be revised to incorporate this provision at the time of chartering or the next charter renewal. BSA Bylaws, Art. VI, Sec. 1.

Middle Tennessee Council, Inc., Boy Scouts of America
July 10, 2020
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- Upon the revocation or termination of a Local Council's charter by BSA, the Local Council's assets shall be distributed to BSA or at its direction. Local Council Articles, Art. X.
- A Local Council may hold title to real property in its own name as long as its Articles of Incorporation expressly provide for the conveyance of such property or the net proceeds from the sale thereof to BSA in the event of the revocation or termination of its charter. Local Council Bylaws, Art. X, clause 4.

Local Council Obligations to BSA

Each Local Council has acknowledged BSA's reversionary interest in its organizational documents. Specifically, both the 1976 and 2016 versions of the form Articles of Incorporation and Bylaws for councils establish that all property acquired by a Local Council "shall be deemed to be received or acquired for the benefit of Scouting . . . in accordance with the Rules and Regulations and procedures from time to time adopted by the Boy Scouts of America." Further, both versions require that in the event of the revocation or lapse of its charter, Local Council property and cash will be turned over to BSA.

The indisputable conclusion of the foregoing analysis is that, regardless of how you hold title today and regardless of which set of organizational documents you operate under, such title is subject to a reversionary property interest in favor of BSA, which has full authority to revoke your charter and cause the Assets to become property of the bankruptcy estate. Bankruptcy Code Section 362(k) (1) gives any creditor the right to bring an action for willful violation of the automatic stay. If the Assets are sold or transferred by you, that reversionary interest would be destroyed, thereby violating 11 U.S.C. Section 362(a)(3), which extends the automatic stay to "any act to obtain possession of property of the estate . . . or to exercise control over property of the estate." Therefore, the Committee demands that you immediately cease and desist from all efforts to sell or transfer the Assets.

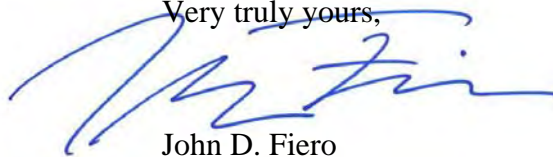
If the Transfer has been accomplished, it is beyond dispute that you did not report it in advance as required by the Acknowledgement and Agreement you executed pursuant to the terms of the *Second Stipulation*

Middle Tennessee Council, Inc., Boy Scouts of America
July 10, 2020
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and Agreed Order By and Among the Boy Scouts of America, the Official Committee of Survivors of Abuse, and the Official Committee of Unsecured Creditors Modifying the Consent Order Granting the BSA's Motion for a Preliminary Injunction Pursuant to 11 U.S.C. §§ 105(a) and 362 and Further Extending Termination Date of the Standstill Period (the "Second Stipulation")). Accordingly, if the Transfer has been made, the Committee intends to bring an action against you and anyone acting on your behalf or in concert with you for contempt due to your violation of both the Second Stipulation and the automatic stay, and seek both the full value of the Assets and punitive damages, and alternatively seek rescission of the Transfer.

The Committee reserves all rights to pursue different or additional claims against you.

Very truly yours,



John D. Fiero

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**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

CERTIFICATE OF SERVICE

I, James E. O'Neill, hereby certify that on the 7th day of August, 2020, I caused a copy of the following document(s) to be served on the individual(s) on the attached service list(s) in the manner indicated:

**Notice of Motion of Official Committee of Tort Claimants Enforcing
Automatic Stay Under 11 U.S.C. §§ 362(a)(3) and 541(a) Against Middle
Tennessee Council Arising from Transfers of Property of the Estate**

**Motion of Official Committee of Tort Claimants Enforcing Automatic Stay
Under 11 U.S.C. §§ 362(a)(3) and 541(a) Against Middle Tennessee Council
Arising from Transfers of Property of the Estate**

/s/ James E. O'Neill

James E. O'Neill (DE Bar No. 4042)

¹ The Debtors in 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.

Boy Scouts – Service List re Middle Tennessee Council
Case No. 20-10343 (LSS)
Doc. No. 230125
01 – Overnight Delivery

Overnight Delivery

Middle Tennessee Council
Jet Potter Scout Service Center
3414 Hillsboro Pike
Nashville, TN 37215

Boy Scouts of America and
Delaware BSA, LLC
2002 Service List EXPEDITED
Case No. 20-10343 (LSS)
Document No. 227583.2
002 - Express Mail
005 - Overnight Delivery
179 - Emails

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