

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

BOY SCOUTS OF AMERICA AND  
DELAWARE BSA, LLC<sup>1</sup>

Debtors.

Chapter 11

Case No. 20-10343 (LSS)

(Jointly Administered)

**FIRST MEDIATORS' REPORT**

The Court appointed the Honorable Kevin J. Carey (Ret.), Paul A. Finn, and Timothy V.P. Gallagher to serve as Mediators in the above-captioned cases under the *Order (I) Appointing Mediators, (II) Referring Certain Matters to Mediation, and (III) Granting Related Relief*, dated June 9, 2020 (Docket No. 812). As of the date of this report, at least twenty-four (24) Mediation Parties are participating in the Mediation. The Mediation occurs by videoconference, and meetings are convened frequently (often on a daily basis) between the Mediators and individual Mediation Parties and among the Mediators and groups of Mediation Parties.

To date, the Mediation has resulted in the Debtors, JPMorgan Chase Bank, N.A. (“JPM”), and the Official Committee of Unsecured Creditors (the “Creditors' Committee”) agreeing to a settlement term sheet (the “Settlement Term Sheet”), a copy of which is attached hereto as **Exhibit A**. The Settlement Term Sheet addresses, among other things, the treatment of non-abuse general unsecured claims, non-abuse litigation claims, and JPM’s secured claims under an amended plan of reorganization to be filed by the Debtors (the “Amended Plan”). The Settlement Term Sheet also resolves the estates’ challenges to JPM’s prepetition security interests, including

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<sup>1</sup> 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.

any such challenges that the Creditors' Committee could seek standing to pursue, subject to confirmation of the Amended Plan and the other terms and conditions of the Settlement Term Sheet.

This report is submitted with the consent of the Debtors, JPM and the Creditors' Committee. The Mediators are confident that the Mediation will foster additional constructive discussions between and among the Debtors and other Mediation Parties. Accordingly, the Mediators do not consider the Mediation to be closed.

Dated: March 1, 2021

/s/ Kevin J. Carey

Hon. Kevin J. Carey (Ret.), Mediator

/s/ Paul A. Finn

Paul A. Finn, Mediator

/s/ Timothy V.P. Gallagher

Timothy V.P. Gallagher, Mediator

**EXHIBIT A**

## Settlement Term Sheet

<i>Term</i>	<i>Summary</i>
JPMorgan Chase Bank, N.A.	<ul style="list-style-type: none"><li>• <b>Amended and Restated Debt Documents.</b> The Debtors’ amended plan of reorganization (as such may be further amended from time to time, the “<b>Amended Plan</b>”)<sup>1</sup> shall provide that JPMorgan Chase Bank, N.A. (“<b>JPM</b>”), Boy Scouts of America (the “<b>BSA</b>”), and Arrow WV, Inc. agree, subject to definitive documentation on terms acceptable to JPM and the BSA, and reasonably acceptable to the UCC, to enter into amended and restated debt documents on the Effective Date in principal amounts equal to the amounts of unpaid principal and accrued interest and fees as of the Effective Date (to the extent not paid under the terms of the Cash Collateral Order<sup>2</sup>) and containing substantially the same terms as the prepetition debt documents, except that:<ul style="list-style-type: none"><li>○ principal under the amended and restated 2010 Bond Documents and the 2012 Bond Documents shall be payable in monthly installments, as currently applicable but subject to the modification noted below, beginning on the date that is two (2) years after the Effective Date, as to be specified in the amended and restated 2010 Bond Documents and the 2012 Bond Documents, and ending on the date that is ten (10) years after the Effective Date (the “<b>Maturity Date</b>”);</li><li>○ interest under the amended and restated 2010 Bond Documents and the 2012 Bond Documents shall be payable in monthly installments, at the existing rates in the 2010 Bond Documents and the 2012 Bond Documents but subject to the modification noted below, beginning on the date that is one month after the Effective Date, as to be specified in the amended and restated 2010 Bond Documents and the 2012 Bond Documents, and ending on the Maturity Date;</li><li>○ principal under the amended and restated 2010 Credit Facility Documents and the 2019 RCF Documents (which revolver shall be frozen and termed out under the amended and restated debt documents) shall be payable in quarterly installments, as currently applicable but subject to the modification noted below, beginning on the date that is two (2) years after the Effective Date, as to be specified in the amended and restated 2010 Credit Facility</li></ul></li></ul>

<sup>1</sup> All terms that are capitalized but not otherwise defined herein shall have the meanings ascribed to such terms in the initial plan of reorganization filed by the Debtors on February 18, 2020 [Docket No. 20].

<sup>2</sup> On April 15, 2020, the Court entered the *Final Order (I) Authorizing the Debtors to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363; (II) Granting Adequate Protection to the Prepetition Secured Party Pursuant to 11 U.S.C. §§ 105(a), 361, 362, 363 and 507; and (III) Granting Related Relief* [Docket No. 433] (the “**Cash Collateral Order**”).

<i>Term</i>	<i>Summary</i>
	<p>Documents and the 2019 RCF Documents, and ending on the Maturity Date; and</p> <ul style="list-style-type: none"> <li>○ interest under the amended and restated 2010 Credit Facility Documents and the 2019 RCF Documents (which revolver shall be frozen and termed out under the amended and restated debt documents) shall be payable in quarterly installments, at the existing rates in the 2010 Credit Facility Documents and the 2019 RCF Documents but subject to the modification noted below, beginning on the date that is three months after the Effective Date, as to be specified in the amended and restated 2010 Credit Facility Documents and the 2019 RCF Documents, and ending on the Maturity Date; <i>provided</i> that (x) the principal payment amounts under the amended and restated 2010 Bond Documents and 2012 Bond Documents shall be payable in the same monthly amounts as the prepetition periodic amortization amounts and (y) the principal payment amounts under the amended and restated 2010 Credit Facility Documents and the 2019 RCF Documents (which revolver shall be frozen and termed out under the amended and restated debt documents) shall be payable quarterly and set at 1/40th of the outstanding balance on the Effective Date. The covenants under the amended and restated debt documents referenced in the foregoing shall be in form and substance acceptable to JPM and the BSA, and reasonably acceptable to the UCC.</li> </ul> <ul style="list-style-type: none"> <li>● <b>Allowed Claims.</b> The Amended Plan shall provide that JPM shall have Allowed Claims in the following amounts, plus any accrued but unpaid interest and fees and reasonable expenses as of the Effective Date to the extent not paid pursuant to the Cash Collateral Order: <ul style="list-style-type: none"> <li>○ on account of the 2010 Credit Facility Claims, an aggregate amount not less than \$80,762,060 (including \$44,299,743 of undrawn amounts under letters of credit issued under the 2010 Credit Facility Documents);</li> <li>○ on account of the 2019 RCF Claims, an aggregate amount not less than \$61,542,720 (including \$51,542,720 of undrawn amounts under letters of credit issued under the 2019 RCF Documents);</li> <li>○ on account of the 2010 Bond Claims, an aggregate amount of not less than \$40,137,274; and</li> <li>○ on account of the 2012 Bond Clams, an aggregate amount of not less than \$145,662,101.</li> </ul> </li> <li>● <b>Excess Cash Sweep.</b> The amended and restated debt documents shall provide that, beginning on December 31 of the calendar year that is two (2) years after the Effective Date and continuing on December 31 of each successive calendar year until December 31 of the calendar year that is immediately prior to the calendar year</li> </ul>

<i>Term</i>	<i>Summary</i>
	<p>of the Maturity Date, Reorganized BSA shall remit to JPM twenty-five percent (25%) of the Excess Cash and Investments<sup>3</sup> in excess of \$75,000,000, if any, as of such date (the “<b>Excess Cash Sweep</b>”), and JPM shall apply any such amounts on a pro rata basis to the unpaid principal balances under the amended and restated debt documents. For the avoidance of doubt, no payments shall be made on account of the Excess Cash Sweep until the last distribution is made on account of Non-Abuse General Unsecured Claims two years after the Effective Date. The amounts paid in respect of the Excess Cash Sweep shall reduce the remaining principal amount due upon maturity.</p> <ul style="list-style-type: none"> <li>• <b>Collateral.</b> JPM to retain liens on all existing collateral securing the 2010 Bond Documents, 2012 Bond Documents, 2010 Credit Facility Documents and the 2019 RCF Documents. Amended and restated 2010 Bond Documents, 2012 Bond Documents, 2010 Credit Facility Documents and the 2019 RCF Documents to be secured by a blanket lien on all assets of BSA, including the Headquarters.</li> <li>• <b>Guarantor.</b> Amended and restated 2010 Bond Documents, 2012 Bond Documents, 2010 Credit Facility Documents and the 2019 RCF Documents to be guaranteed by Arrow WV, Inc.</li> <li>• <b>Exit Fee.</b> 50bps exit facility fee to be paid at emergence calculated on the full amount of loans / LC commitments that will be outstanding upon emergence.</li> </ul>
<b>Other BSA Funds</b>	<ul style="list-style-type: none"> <li>• On the Effective Date of the Plan, the parties acknowledge that BSA shall borrow \$42.8 million from the BSA Foundation, which shall be secured by a second lien on the Arrow intercompany note.</li> <li>• In addition to other consideration specified in the Plan, BSA will contribute to the trust established under the Plan for the benefit of Abuse Claims: excess unrestricted cash above \$75mm on the Effective Date, as more fully set forth in the Plan.</li> </ul>
<b>Releases</b>	<ul style="list-style-type: none"> <li>• Subject to and in exchange for the consideration to be provided by JPM under the Amended Plan (and as otherwise provided herein), the Amended Plan shall provide for an estate release of any and all claims and causes of action against JPM and its agents, professionals, and other representatives on the Effective Date, with such release to be in form and substance acceptable to JPM and the UCC.</li> <li>• The Amended Plan will provide that all preference and other avoidance action claims against holders of Non-Abuse General Unsecured Claims,<sup>4</sup> Non-Abuse</li> </ul>

<sup>3</sup> “**Excess Cash and Investments**” means, as of any date on or after the Effective Date, the unrestricted Cash and balance sheet investments owned by Reorganized BSA that are not subject to legally enforceable restrictions on the use or disposition of such assets for a particular purpose.

<sup>4</sup> “**Non-Abuse General Unsecured Claims**” means general unsecured claims timely filed against or scheduled by the Debtors, excluding Abuse Claims, Convenience Claims, and Non-Abuse Litigation Claims. For the avoidance

<i>Term</i>	<i>Summary</i>
	<p>Litigation Claims, and Convenience Claims (as defined below) will be released on the Effective Date.</p> <ul style="list-style-type: none"> <li>• Scope of other releases under the Amended Plan to be discussed among the Debtors, JPM and the UCC; the Amended Plan shall provide that holders of Non-Abuse General Unsecured Claims or Non-Abuse Litigation Claims (as defined below) will not be releasing Local Councils, Chartered Organizations, or Insurance Companies (unless such Insurance Companies are parties to an approved settlement agreement that is reasonably acceptable to the UCC and resolves such Insurance Companies' liability for Non-Abuse Litigation Claims) on account of such claims.</li> </ul>
<b>Classification of Claims</b>	<p>The Amended Plan shall provide that general unsecured claims (other than Abuse Claims) shall be classified into three classes in accordance with section 1123(a) of the Bankruptcy Code:</p> <ul style="list-style-type: none"> <li>• Non-Abuse General Unsecured Claims;</li> <li>• Convenience Claims (as defined below); and</li> <li>• Non-Abuse Litigation Claims (as defined below).</li> </ul>
<b>Core Creditor Status</b>	<p>The Debtors acknowledge and agree that the JPM Claims, Non-Abuse General Unsecured Claims, Convenience Claims, and Non-Abuse Litigation Claims are held by creditors who are core to the Debtors' mission or creditors whose claims, if Allowed, were incurred in furtherance of the Debtors' mission; accordingly, payments under the Amended Plan on account of allowed Non-Abuse General Unsecured Claims and Convenience Claims will be made from cash relating to the BSA's core assets.</p>
<b>Non-Abuse General Unsecured Claims</b>	<p>The Amended Plan shall provide that each holder of an Allowed Non-Abuse General Unsecured Claim (including, without limitation, holders of claims under the Restoration Plan,<sup>5</sup> the Deferred Compensation Plan,<sup>6</sup> holders of trade claims, and holders of rejection damages claims) will receive, on account of such claim, its pro rata share of a cash pool, in the aggregate amount of \$25,000,000, (the "<b>Core Value Cash Pool</b>"),<sup>7</sup> which shall be</p>

of doubt, Non-Abuse General Unsecured Claims shall not include any claims arising out of bullying or harassment, or any Indirect Abuse Claims.

<sup>5</sup> "**Restoration Plan**" means the Boy Scouts of America Retirement Benefit Restoration Plan, a non-qualified defined benefit retirement plan under section 457(f) of the Internal Revenue Code, which provides supplemental retirement benefits to certain current and former employees of the Debtors or Local Councils.

<sup>6</sup> "**Deferred Compensation Plan**" means the Boy Scouts of America 457(b) Plan, a non-qualified deferred compensation plan under section 457(b) of the Internal Revenue Code, which allows eligible BSA and Local Council employees to make elections to defer the payment of a certain amount or percentage of their regular base salary or bonus for future payment.

<sup>7</sup> To the extent that the Core Value Cash Pool is sufficient to satisfy holders of Allowed Non-Abuse General Unsecured Claims in full, the Debtors shall pay interest to holders of Allowed Non-Abuse General Unsecured Claims at the federal judgment rate. Interest shall be paid only from the Core Value Cash Pool and neither the

<i>Term</i>	<i>Summary</i>
	funded by reorganized BSA in four semi-annual installments of \$6,250,000. Reorganized BSA shall pay the first installment of the Core Value Cash Pool 180 days after the Effective Date; the second installment one year after the Effective Date; the third installment 18 months after the Effective Date; and the fourth installment two years after the Effective Date. To the extent any cash remains in the Core Value Cash Pool after all allowed Non-Abuse General Unsecured Claims have been satisfied in full, such remaining cash shall first be used to fund any shortfall in payments from the BSA’s available insurance and co-liable non-debtors on account of any Non-Abuse Litigation Claims, and then be transferred to and vest in Reorganized BSA.
<b>Convenience Claims</b>	The Amended Plan shall provide that any Non-Abuse General Unsecured Claim or Non-Abuse Litigation Claim (after first seeking to recover from insurance) that is or becomes allowed in an amount of \$50,000 or less (each, a “ <b>Convenience Claim</b> ”) will be paid by Reorganized BSA in full, using cash on hand, on the Effective Date of the Amended Plan or, if such claim becomes allowed after the Effective Date, as soon as reasonably practicable after Allowance. Any holder of a Non-Abuse General Unsecured Claim or Non-Abuse Litigation Claim that is Allowed in an amount greater than \$50,000 may elect to have its claim treated as a Convenience Claim and receive payment of \$50,000 in cash in full and final satisfaction of such claim. Convenience Claims that are included on the Debtors’ schedules of liabilities as neither contingent, unliquidated, nor disputed, shall be allowed in the amounts listed on such schedules.
<b>Claims Reconciliation</b>	The Amended Plan will provide for the appointment of a Creditor Representative, to be selected by the UCC with the consent of the Debtors (such consent not to be unreasonably withheld) and compensated by Reorganized BSA on account of the Creditor Representative’s own reasonable fees and expenses (subject to a cap of \$100,000), to assist with the reconciliation of Non-Abuse General Unsecured Claims. The Debtors will use commercially reasonable efforts to work with the Creditor Representative to reconcile all Non-Abuse General Unsecured Claims within 60 days of the Effective Date. The Amended Plan will provide that the objection deadline for Non-Abuse General Unsecured Claims will be no later than 60 days after the Effective Date and will establish a disputed claims reserve of the Core Value Cash Pool on terms acceptable to the UCC.
<b>Non-Abuse Litigation Claims</b>	The Amended Plan shall provide that each holder of a contingent or unliquidated prepetition claim against the Debtors arising from or relating to pending or threatened litigation that does not involve allegations of Abuse (including, without limitation, personal injury and

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Debtors nor Reorganized BSA shall have any independent obligation to pay interest for or on account of Non-Abuse General Unsecured Claims beyond the amounts deposited into the Core Value Cash Pool.

<i>Term</i>	<i>Summary</i>
	<p>wrongful death claims) (each, a “<b>Non-Abuse Litigation Claim</b>”<sup>8</sup> will, upon the liquidation of such Non-Abuse Litigation Claim following the Effective Date, be satisfied solely from the BSA’s available insurance and from any non-debtor party or parties that may be determined to be co-liable with the Debtors on account of such Non-Abuse Litigation Claim. No holder of an allowed Non-Abuse Litigation Claim shall be entitled to recover from the Core Value Cash Pool on account of such claim, unless and until all allowed Non-Abuse General Unsecured Claims have been paid in full. The Plan shall further provide that, solely in the event any Non-Abuse Litigation Claim is not covered by applicable BSA insurance or there is a shortfall in BSA’s applicable insurance for such Non-Abuse Litigation Claim, following the exhaustion of remedies with respect to applicable insurance and any co-liable non-debtor, the holder of an Allowed Non-Abuse Litigation Claim may elect to have such claim treated as a Convenience Claim and receive cash in an amount equal to the lesser of (a) the amount of its Allowed Non-Abuse Litigation Claim and (b) \$50,000.</p>
<b>No Duplicative Recoveries</b>	<p>The Amended Plan shall provide that in no event shall any holder of an Allowed Non-Abuse General Unsecured Claim recover more than the full amount of its Allowed Non-Abuse General Unsecured Claim from the Core Value Cash Pool, and to the extent that the holder of an allowed Non-Abuse General Unsecured Claim has received, or in the future receives, payment on account of such Allowed Non-Abuse General Unsecured Claim from a party that is not a Debtor or Reorganized BSA, such holder shall repay, return, or deliver any distribution held by or transferred to such holder to the Core Value Cash Pool to the extent the holder’s total recovery on account of its allowed Non-Abuse General Unsecured Claim from the third party and from the Core Value Cash Pool exceeds the allowed amount of such Non-Abuse General Unsecured Claim.</p>
<b>Pension Plan</b>	<p>The Amended Plan shall provide for the continued maintenance, sponsorship, and assumption of the Boy Scouts of America Retirement Plan for Employees.</p>
<b>Terms of Amended Plan</b>	<ul style="list-style-type: none"> <li>• The Amended Plan shall incorporate the terms of this Settlement Term Sheet and such other provisions as necessary to implement this agreement.</li> <li>• JPM’s support of the Amended Plan is contingent upon the Amended Plan’s incorporating the terms of this Settlement Term Sheet and being in form and substance acceptable to JPM.</li> <li>• The Debtors shall provide the UCC with additional diligence as may be necessary to support the terms set forth in this Settlement Term Sheet, including without limitation, the availability of applicable BSA insurance for the Non-Abuse Litigation Claims.</li> </ul>

<sup>8</sup> For the avoidance of doubt, Non-Abuse Litigation Claims shall not include any claims arising out of bullying or harassment, or any Indirect Abuse Claims.

<i>Term</i>	<i>Summary</i>
	<p>The support of the UCC for the Amended Plan is contingent upon the Amended Plan incorporating the terms of this Settlement Term Sheet and being in form and substance reasonably acceptable to the UCC. For the avoidance of doubt, any settlements by the Debtors with Insurance Companies covering any Non-Abuse Litigation Claims must be reasonably acceptable to the UCC.</p>
<p><b>Challenge Period</b></p>	<ul style="list-style-type: none"> <li>• The UCC’s Challenge Period, as defined in the Cash Collateral Order, shall be tolled until the Effective Date; <i>provided, however</i>, that so long as the Debtors are continuing to propose and prosecute a chapter 11 plan that incorporates the terms in this Settlement Term Sheet, the UCC shall: (i) not seek standing or otherwise pursue any claim asserted in the draft complaint that was shared with JPM on October 19, 2020 (or that would be permitted to be asserted in accordance with the terms and conditions of the <i>Third Stipulation With Prepetition Secured Parties Reserving Certain Committee Rights Pursuant To Final Cash Collateral Order</i> [D.I. 1550]) (the “<u>Challenge Complaint</u>”) and (ii) not directly or indirectly support any other party’s motion to obtain standing to pursue any claim asserted in the Challenge Complaint.</li> <li>• If the Amended Plan does not incorporate the terms of this Settlement Term Sheet or is not otherwise reasonably acceptable to the UCC with respect to the provisions of the Amended Plan that impact the constituency represented by the UCC, the UCC shall have the right to: <ul style="list-style-type: none"> <li>○ Challenge JPM’s liens and litigate all claims asserted in the Challenge Complaint.</li> <li>○ Challenge, dispute, contest, and/or litigate: (i) the allowance of any interest (or default rate interest) paid or accrued under the Prepetition Loan Documents, as defined in the Cash Collateral Order; (ii) the accuracy of the calculation of the amount of any principal, interest, fees, costs or charges paid or accrued under the Prepetition Loan Documents; (iii) the reasonableness pursuant to section 506(b) of the Bankruptcy Code of the amounts of any fees, costs or charges to the extent provided for under the Prepetition Loan Documents, (iv) any adequate protection or diminution claim that may be asserted by JPM against the Debtors’ estates, and (v) any and all other claims or rights available to the UCC under bankruptcy and other applicable law.</li> </ul> </li> <li>• The Debtors shall not directly or indirectly support, and shall take reasonable actions as may be necessary or desirable to oppose, any other party’s motion to obtain standing to pursue any claim asserted in the Challenge Complaint.</li> </ul>
<p><b>Approval of Settlement Term Sheet/Support</b></p>	<ul style="list-style-type: none"> <li>• The Debtors, UCC and JPM acknowledge that the settlement embodied in the Settlement Term Sheet must be approved by the Bankruptcy Court, and that the</li> </ul>

<i>Term</i>	<i>Summary</i>
<b>for the Amended Plan and Debtors' Reorganization Efforts</b>	<p>terms and conditions of the Settlement Term Sheet are expressly subject to the approval of the Bankruptcy Court and entry of a final and non-appealable order.</p> <ul style="list-style-type: none"> <li>• Subject to agreement by the Debtors, UCC and JPM to definitive documentation (including the terms of the Amended Plan, Disclosure Statement, and related Plan and plan supplement documents), and the termination rights set forth in this Settlement Term Sheet, (i) the UCC and JPM agree to take reasonable actions as may be necessary or desirable to support approval of the terms of this Settlement Term Sheet, the Disclosure Statement in support of the Amended Plan, the solicitation procedures for the Amended Plan, and confirmation of the Amended Plan; and (ii) neither the UCC nor JPM shall, directly or indirectly, object to, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Amended Plan or file with any court (including the Bankruptcy Court) any motion, pleading, or other document that is not, in whole or in part, materially consistent with this Settlement Term Sheet or the Amended Plan.</li> <li>• The Debtors, UCC and JPM agree to negotiate in good faith and use commercially reasonable efforts to execute and implement any definitive documents that are consistent with this Settlement Term Sheet.</li> <li>• The parties shall request that the Mediators file this term sheet with a Mediator' Report no later than one (1) business day of the BSA, UCC and JPM agreeing to the terms of this term sheet.</li> <li>• The UCC and JPM agree to use commercially reasonable efforts to cooperate with, and subject to applicable law, assist the Debtors in obtaining additional support for the transactions proposed in the Amended Plan from the Debtors' other stakeholders.</li> <li>• The UCC or the Debtors may terminate its support for the Settlement Term Sheet in the event it or they determine, after consulting with counsel, that it would be inconsistent with its fiduciary duty(ies) to pursue confirmation of a chapter 11 plan premised upon this Settlement Term Sheet.</li> <li>• JPM, BSA or the UCC may terminate its support for the Settlement Term Sheet in the event that (i) the JPM, the Debtors or the UCC propose, prosecute or support a chapter 11 plan that does not incorporate the terms in this Settlement Term Sheet, (ii) there is a breach in any material respect by JPM, the Debtors or the UCC of its obligations under this Settlement Term Sheet, (iii) the Bankruptcy Court enters an order denying confirmation of the Amended Plan, or (iv) the occurrence and continuation of any event of default under the Cash Collateral Order.</li> <li>• In the event that any party terminates its support for this Settlement Term Sheet, this Settlement Term Sheet shall be of no further force and effect and the Debtors, UCC and JPM shall be released from their commitments, undertakings, and agreements</li> </ul>

<i>Term</i>	<i>Summary</i>
	<p>under or related to this Settlement Term Sheet and shall have the rights and remedies that they would have had, had it not entered into this Settlement Term Sheet, and shall be entitled to take all actions that they would have been entitled to take had it not entered into this Settlement Term Sheet. In such event, the terms, provisions, acknowledgements, representations, covenants and/or warranties of this Settlement Term Sheet shall have no further force and effect with respect to the Debtors, UCC and JPM, and shall not be used in any action or proceeding, including, but not limited to, the Debtors' bankruptcy cases, for any purpose.</p> <ul style="list-style-type: none"> <li>• Other conditions to continued Plan support subject to agreement between UCC, JPM and the Debtors.</li> </ul>