

**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)
OFFICIAL TORT CLAIMANTS' COMMITTEE OF BOY SCOUTS OF AMERICA and DELAWARE BSA, LLC, Plaintiffs, -against- BOY SCOUTS OF AMERICA and DELAWARE BSA, LLC, Defendants.	Adv. Pro. No. 21-50032 (LSS)

**MOTION TO INTERVENE OF
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**

JPMorgan Chase Bank, National Association (“JPM”), by and through its counsel, hereby files this Motion (the “Motion”) to intervene in the above-referenced adversary proceeding (the “Adversary Proceeding”) and respectfully states as follows:

Preliminary Statement

1. The *Complaint for Declaratory Judgment* (the “Complaint”) filed on January 8, 2021, by the official committee of tort claimants (consisting of the survivors of childhood sexual abuse) (the “TCC” or the “Plaintiff”) requests a declaratory judgment as to

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.

certain assets identified on Exhibit B, as such exhibit may be modified or supplemented from time to time (collectively, the “Identified Property”), to the *Motion for Entry Of an Order (I) Scheduling Certain Deadlines In Connection With Potential Disputes Regarding the Debtors’ Identified Property (II) Granting Related Relief* (the “Identified Property Motion”) [Docket No. 19 in the above-referenced bankruptcy case].² Specifically, the TCC has requested that the Court enter a judgment declaring that the Identified Property is not restricted and is available to satisfy creditor claims.

2. As it relates to certain of the Identified Property assets, the Boy Scouts of America (the “BSA”) and Delaware BSA, LLC, the non-profit corporations that are debtors and debtors in possession in the above-captioned chapter 11 cases (together, the “Debtors”), have definitively represented both prior, and subsequent to, the commencement of these cases, that such assets were duly authorized and properly pledged to JPM and constitute an important and substantial part of JPM’s collateral.

3. While the TCC states in the Complaint that its “request for declaratory judgment that the Identified Property is not restricted does not address the issue of whether there may exist any valid liens or security interests on the Identified Property,” unless the assets which are part of JPM’s collateral are excluded from the Adversary Proceeding, entry of a declaratory judgment in connection with the Identified Property could result in an indirect, and improper, collateral attack on JPM’s properly granted and enforceable collateral interests.

4. Accordingly, and as further demonstrated below, JPM has filed the Motion in order to intervene in the Adversary Proceeding both as a matter of right under Federal Rule of Civil Procedure (“Rule”) 24(a) and by permission of the Court under Rule 24(b), both of which are made

² A copy of Exhibit B to the Identified Property Motion is annexed to the Complaint as Exhibit 1.

applicable in adversary proceedings pursuant to Federal Rule of Bankruptcy Procedure (“Bankruptcy Rule”) 7024. A true and correct copy of the TCC’s Complaint is attached hereto as

Exhibit A.³

Jurisdiction and Venue

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157, 1334, and 2201. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Adversary Proceeding is a core proceeding pursuant to 28 U.S.C. § 157.

6. The statutory predicates for the relief requested herein are 11 U.S.C. § 105(a), 28 U.S.C. § 2201, and Bankruptcy Rules 7001 and 7024.

Background

7. On February 18, 2020 (the “Petition Date”), the Debtors commenced these chapter 11 cases (these “Chapter 11 Cases”) by each filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

8. Concurrently with the filing of these Chapter 11 Cases, the Debtors also filed the Identified Property Motion. Specifically, the Identified Property Motion sought entry of an order approving a schedule for the commencement of an adversary proceeding and certain related deadlines in connection with potential disputes regarding whether the Identified Property is subject to enforceable restrictions under applicable law and/or is otherwise unavailable to satisfy creditor claims. Some, if not all, of the Identified Property listed on Exhibit 1 to the Complaint is JPM’s Prepetition Collateral (as defined in the Final Cash Collateral Order).

³ Rule 24(c) requires that a motion to intervene must “be accompanied by a pleading that sets out the claim or defense for which intervention is sought.” At this time JPM is not seeking to add any additional causes of action. Rather, JPM seeks solely to intervene as a party plaintiff and therefore as required by Rule 24(c) has attached the Complaint to the Motion.

9. Subsequent to the filing of the Identified Property Motion and the Complaint, this Court entered that certain *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, 503, and 507; and (III) Granting Related Relief* [Dkt. No. 433] (the “Final Cash Collateral Order”), which contains multiple representations and stipulations by the Debtors, including the liens granted by the Debtors to JPM (as defined in the Final Cash Collateral Order) with respect to the Prepetition Collateral. *See, e.g.*, ¶¶ D.(v)-(xi), (xiii) of the Final Cash Collateral Order.⁴ Specifically, the Final Cash Collateral Order provides that:

(viii) pursuant to and in connection with the Prepetition Loan Documents, each Debtor granted to JPM, in its capacity as collateral agent (the “Prepetition Agent”, and collectively with the Prepetition Secured Lender, the “Prepetition Secured Parties”), for the benefit of the Prepetition Secured Parties, continuing, legal, valid, binding, properly perfected, enforceable, non-avoidable first priority liens on and security interests in (the “Prepetition Liens”) all of the “Collateral” (as defined in each respective Prepetition Loan Documents) (the “Prepetition Collateral”),⁵ which Prepetition Liens (a) secure all of the Prepetition Obligations; (b) are not subject to any contest, avoidance, recharacterization, subordination (whether equitable, contractual or otherwise) (except as expressly set forth in subclause (c) below), recovery, reduction, attachment, recoupment, disallowance, impairment, rejection, attack, effect, counterclaim, cross-claim, set-off, offset, challenge, defense or any other claim (as defined in the Bankruptcy Code) of any kind, cause of action or any other challenge of any nature under the Bankruptcy Code or any other applicable law or regulation or otherwise; and (c) are and remain senior in priority over any and all other liens on and security interests in the Prepetition Collateral, subject only to valid, perfected and unavoidable liens on or security interests in the

⁴ Furthermore, at the time that JPM was granted liens against the real property assets, BSA represented that it possessed the requisite authority to grant such liens.

⁵ For the avoidance of doubt, the definition of “Prepetition Collateral” shall specifically exclude all (i) amounts payable in connection with any agreement by a donor, grantor or other Person to donate or otherwise contribute funds to a Debtor if the use of such funds to be donated is restricted by such Person or applicable state law to a purpose other than the Project (the “Restricted Amounts”), and (ii) Excluded Property. As used in this footnote, Person, Debtor, Project and Excluded Property have the same meaning ascribed to them in that certain Third Amended and Restated Security Agreement dated as of March 21, 2019 (the “Security Agreement”), by and among BSA and Arrow, as debtors, JPM, in its capacity as collateral agent, JPM, in its capacity as the lender under the Credit Agreements, and as holder under the Bond Agreements.

Prepetition Collateral that are senior to or pari passu with the Prepetition Liens (a “Permitted Encumbrance”); . . .

See ¶ D.(viii) of the Final Cash Collateral Order.

10. Additionally, the Debtors have further represented and stipulated in the Final Cash Collateral Order that “none of the Prepetition Collateral is unavailable to satisfy the Prepetition Obligations.” See ¶ D.(xvii) of the Final Cash Collateral Order.

11. Subsequent to the entry of the Final Cash Collateral Order, the hearing on the Identified Property Motion was taken off the calendar at the request of the TCC.

12. On January 8, 2021, the TCC filed the Complaint.

Basis For Relief

13. JPM appreciates that, in cases involving non-profit entities like the Debtors, whether certain property is subject to enforceable restrictions under applicable law and/or is otherwise unavailable to satisfy general creditor claims is a paramount issue that necessarily must be resolved. However, as stated above, some, if not all, of the Identified Property listed on Exhibit 1 to the Complaint is JPM’s Prepetition Collateral. Accordingly, JPM’s rights could be affected by the Court’s ruling in this Adversary Proceeding, and JPM should be permitted to intervene in the Adversary Proceeding.

14. Rule 24, made applicable to the Adversary Proceeding by Bankruptcy Rule 7024, provides two grounds for intervention in an adversary proceeding. Specifically, Rule 24 provides that:

(a) **Intervention of Right.** On timely motion, the court *must* permit anyone to intervene who:

- (1) is given an unconditional right to intervene by federal statute; or
- (2) claims an interest relating to the property or transaction that is the subject of the action, and is so situated that disposing of the action may as a practical matter impair or impede the movant’s ability to protect its interest, unless existing parties adequately represent that interest.

(b) Permissive Intervention.

(1) ***In General.*** On timely motion, the court *may* permit anyone to intervene who:

(A) is given a conditional right to intervene by federal statute; or

(B) has a claim or defense that shares with the main action a common question of law or fact. . . .

(3) ***Delay or Prejudice.*** In exercising its discretion, the court must consider whether the intervention will unduly delay or prejudice the adjudication of the original parties' rights.

See Fed. R. Civ. P. 24(a)-(b) (emphasis added). There are arguably three ways in which JPM could intervene in the Adversary Proceeding: (i) as of right under Rule 24(a)(1); (ii) as of right under Rule 24(a)(2); or (iii) by permission of the Court under Rule 24(b). Here, JPM meets the standards for intervention under each of these subsections of Rule 24.

i. Intervention as of Right Under Rule 24(a)(1)

15. A party may intervene as of right in an adversary proceeding under Rule 24(a)(1) by satisfying two requirements. It must: (i) move to intervene in a “timely” manner; and (ii) be given an unconditional right to intervene by a federal statute.

16. *The Motion is timely.* In assessing timeliness, “the critical inquiry is: what proceedings of substance on the merits have occurred?” *See Mountain Top Condo Ass’n v. Dave Stabbert Master Builder, Inc.*, 72 F.3d 361, 369 (3d Cir. 1995). Here, the answer is simple: none. The Adversary Proceeding was only commenced on January 8, 2021. No responsive pleadings have been filed, no discovery has occurred, and the initial scheduling conference has not yet taken place. Accordingly, neither the TCC nor the Debtors (which have consented to intervention) can plausibly claim improper delay or that they are prejudiced by the filing of the Motion. *Id.* at 370 (finding intervention timely where “some written discovery and settlement negotiations had occurred” over the course of four years but “there were no depositions taken, dispositive motions filed, or decrees entered”); *see also Casino Caribbean, LLC v. Money Ctrs. of Am., Inc. (In re Money Ctr. of Am., Inc.)*, 544 B.R. 107, 112 (Bankr. D. Del. 2016) (finding delay “*de minimis*”

where “only six months elapsed” between filing of adversary complaint and motion to intervene); *Wallach v. Eaton Corp.*, 837 F.3d 356, 371-72 (3d Cir. 2016) (noting that the Third Circuit “maintain[s] ‘a general reluctance to dispose of a motion to intervene as of right on untimeliness grounds because the would-be intervenor actually may be seriously harmed if not allowed to intervene’”) (quoting *Benjamin ex rel. Yock v. Dep’t of Pub. Welfare of Pa.*, 701 F.3d 938, 949 (3d Cir. 2012)). Here, JPM’s Motion is clearly timely.

17. Section 1109(b) of the Bankruptcy Code gives JPM an unconditional right to intervene. The Bankruptcy Code expressly grants an “unconditional right to intervene” for purposes of Federal Rule of Procedure 24(a)(1). In particular, section 1109(b) of the Bankruptcy Code provides that “[a] party in interest, including . . . a creditor . . . may raise and may appear and be heard on any issue in a case” brought under Chapter 11. *See* 11 U.S.C. § 1109(b).

18. Section 1109(b) of the Bankruptcy Code provides for the unqualified right of creditors to intervene in adversary proceedings such as the instant action. *Official Unsecured Creditors’ Comm. v. Michaels (In re Marin Motor Oil, Inc.)*, 689 F.2d 445, 453 (3d Cir. 1982); *see also Casino Caribbean, LLC*, 544 B.R. at 112 (“Section 1109(b) of the Code grants creditors and parties in interest . . . an unconditional statutory right to intervene in adversary proceedings under Rule 24(a)(1)”); *United States v. State St. Bank & Trust Co. (In re Scott Cable Commc’ns, Inc.)*, No. A-01-04605, 2002 WL 417013, at *2 (Bankr. D. Del. Mar. 4, 2002) (“This language clearly provides . . . a party in interest, with an unconditional statutory right to intervene in [an] adversary proceeding”).

19. JPM is expressly given the unconditional right to intervene in the Adversary Proceeding under section 1109(b) of the Bankruptcy Code, as it is a creditor of the Debtors. Section 1109(b) of the Bankruptcy Code recognizes that allowing such parties in interest to play a

role in adversary proceedings serve the twin goals of “efficiency and fair play” by providing JPM with the crucial opportunity to ensure that its interests as a creditor are not compromised. *Phar-Mor, Inc. v. Coopers & Lybrand*, 22 F.3d 1228, 1240 (3d Cir. 1994). Refusing to grant JPM its rightful seat at the table would therefore “frustrate the purpose of § 1109(b), which was intended to confer broad standing at the trial level and to continue in the tradition of encouraging and promoting greater participation in reorganization cases.” *In re Glob. Indus. Techs.*, 645 F.3d 201, 211 (3d Cir. 2011). In light of JPM’s “unconditional right” to intervene, “the court must permit” JPM to do so. *See* Fed. R. Civ. P. 24(a)(1).

ii. Intervention as of Right Under Rule 24(a)(2)

20. A party may also intervene as of right in an adversary proceeding under Rule 24(a)(2) by satisfying four requirements. It must: (i) move to intervene in a “timely” manner; (ii) “have an interest relating to the property or transactions which is the subject of the action”; (iii) be situated such that “the disposition of the action may, as a practical matter, impair or impede [its] ability to protect that interest”; and (iv) demonstrate that its interests are inadequately represented by the existing parties to the suit.” *See Kleissler v. U.S. Forest Serv.*, 157 F.3d 964, 969 (3d Cir. 1998). Here, JPM satisfies each of these requirements.

21. *The Motion is timely.* As set forth above, JPM’s Motion is clearly timely.

22. *JPM has a direct economic interest in the outcome of the Adversary Proceeding.*

In determining whether an interest may be affected or impaired within the meaning of Rule 24(a)(2), the Court must assess whether the legal interest asserted is a “a cognizable legal interest, and not simply an interest of a general and indefinite character.” *See Brody v. Spang*, 957 F.2d 1108, 1122 (3d Cir. 1992). Indeed, “interests in property are the most elementary type of right that Rule 24(a) is designed to protect,” including where, as here, “the intervenor claims an

identifiable interest in funds that are the subject of litigation.” See Charles Alan Wright & Arthur Miller, *Federal Practice and Procedure (Wright and Miller)*, 7C Fed. Prac. & Proc. Civ. § 1908.1 (3d ed.). Here, because JPM has first priority liens on and security interests in some, if not all, of the Identified Property listed on Exhibit 1 to the Complaint, it clearly has a protectable interest in the outcome of the Adversary Proceeding.

23. Disposition of the Adversary Proceeding may impact JPM’s ability to protect its interests in the Prepetition Collateral. *Mountain Top Condo. Ass’n* makes clear that JPM need not show that its interest *will* become impaired, but rather only that it “might become affected or impaired, as a practical matter.” See *Mountain Top Condo. Ass’n*, 72 F.3d at 368; see also *Brody*, 957 at 1122 (court held that in making this determination it is required to assess “the practical consequences of the litigation,” and “may consider any significant legal effect on the applicant’s interest”). Here, JPM’s interests in some, if not all, of the Identified Property listed on Exhibit 1 to the Complaint could be impaired if the Debtors prevail in the Adversary Proceeding and the Court were to find that the Identified Property (which would include the Prepetition Collateral) was otherwise restricted and not available to pay the claims of creditors, including claims of JPM.

24. JPM’s interests are not adequately represented by the existing parties. The absence of adequate representation “is satisfied if the applicant shows that the representation of his interest ‘may be’ inadequate; and the burden of making that showing should be treated as minimal.” See *Trbovich v. United Mine Workers of Am.*, 404 U.S. 528, 538 n.10 (1972); see also *Mountain Top Condo. Ass’n*, 72 at 368; Charles Alan Wright & Arthur Miller, *Federal Practice and Procedure (Wright & Miller)*, 7C Fed. Prac. & Proc. Civ. § 1909 (3d ed.) (“[A]ll reasonable doubts should be resolved in favor of allowing the absentee, who has an interest different from that of any existing party, to intervene so that the absentee may be heard on his own behalf”). Here, while the TCC

and JPM are arguably aligned on the concept that the Identified Property should be available to pay the claims of creditors, the TCC has an economic interest that is wholly inconsistent with that of JPM, as JPM asserts first-priority, perfected liens in the Prepetition Collateral, whereas the TCC would prefer that such assets be unencumbered. Furthermore, the Debtors' interests are not entirely aligned with those of JPM, based upon the Debtors' statements in the Identified Property Motion that the Identified Property is otherwise "restricted" and not available to pay the claims of general creditors. In these circumstances, JPM must be permitted to intervene.

iii. Permissive Intervention

25. JPM also meets the standard for permissive intervention under Rule 24(b). Under Rule 24(b)(1)(B), "On timely motion, the court may permit anyone to intervene who . . . has a claim or defense that shares with the main action a common question of law or fact." *See* Fed. R. Civ. P. 24(b)(1)(B). "In exercising its discretion, the court must consider whether the intervention will unduly delay or prejudice the adjudication of the original parties' rights." *See* Fed. R. Civ. P. 24(b)(3). Moreover, courts have broader discretion in granting permissive intervention as opposed to intervention as of right. *See United States v. Territory of V.I.*, 748 F.3d 514, 519 (3d Cir. 2014) (citing *Brody*, 957 F.2d at 1115).

26. Here, the Adversary Proceeding could involve a determination of whether the Prepetition Collateral is subject to enforceable restrictions under applicable law or is otherwise unavailable to satisfy JPM's Prepetition Claims. Moreover, JPM's intervention will not unduly delay or prejudice the adjudication of the Adversary Proceeding as the Complaint was just filed and therefore permissive abstention is appropriate.

Notice

27. Notice of this Motion will be provided to: (i) counsel to the Debtors; and (ii) counsel to the TCC. JPM submits that, in light of the nature of the relief requested, no other or further notice need be given.

Conference Certification

28. On April 22, 2021, counsel for JPM conferred with counsel for the Debtors regarding the Motion. Counsel for the Debtors informed counsel for JPM that the Debtors did not oppose the Motion. On April 23, 2021, counsel for JPM conferred with counsel for the TCC regarding the Motion. Counsel for the TCC informed counsel for JPM that the TCC was not in position right now to consent to JPM's request to intervene.

Conclusion

29. JPM respectfully submits that all of the requirements for intervention of right pursuant to Rule 24(a)(1) and (2) have been fully satisfied. As to Rule 24(a)(1), the request to intervene is timely, and JPM has an unconditional right to intervene pursuant to section 1109(b) of the Bankruptcy Code. As to Rule 24(a)(2), the request to intervene is timely; JPM possess direct interests in the Prepetition Collateral that is the subject matter of the Complaint; JPM is situated such that the disposition of the Complaint may, as a practical matter, impair or impede its ability to protect those interests; and neither the TCC nor the Debtors adequately represent JPM's interests. Alternatively, the Court should permit permissive intervention pursuant to Rule 24(b), as JPM has filed a timely motion to intervene and the Complaint requests a declaratory judgment as to the Prepetition Collateral and whether such property can be used to satisfy JPM's Prepetition Claims. Therefore, this Court should grant this Motion and permit JPM to intervene in the Adversary Proceeding.

Prayer

WHEREFORE, JPM respectfully requests that this Court (a) enter an order authorizing JPM to intervene in the Adversary Proceeding; and (b) for any additional relief as this Court deems just and proper.

Dated: April 23, 2021
Wilmington, Delaware

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EXHIBIT A

Complaint

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

<p>In re:</p> <p>BOY SCOUTS OF AMERICA AND DELAWARE BSA, LLC,¹</p> <p style="text-align: center;">Debtors.</p> <hr/> <p>OFFICIAL TORT CLAIMANTS’ COMMITTEE OF BOY SCOUTS OF AMERICA and DELAWARE BSA, LLC,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">-against-</p> <p>BOY SCOUTS OF AMERICA and DELAWARE BSA, LLC,</p> <p style="text-align: center;">Defendants.</p>
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Chapter 11

Case No. 20-10343 (LSS)

(Jointly Administered)

Adv. Pro. No. _____

COMPLAINT FOR DECLARATORY JUDGMENT

Plaintiff, the official committee of tort claimants (consisting of the survivors of childhood sexual abuse) (the “Tort Claimants’ Committee” or the “Plaintiff”) of the above-captioned debtors and debtors in possession (collectively, the “Debtors” or the “Defendants”), brings this adversary proceeding against the Defendants named in the complaint (the “Complaint”) and alleges upon knowledge of its own acts and upon information and belief as to all other matters, as follows:

NATURE OF THE ACTION

1. On February 18, 2020, the Debtors, the Defendants in this adversary proceeding, filed their *Motion for Entry Of an Order (I) Scheduling Certain Deadlines In*

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 (“BSA”) (6300) and Delaware BSA, LLC (“Delaware BSA”) (4311). The Debtors’ mailing address is 1325 West Walnut Hill Lane, Irving, Texas 75038.

Connection With Potential Disputes Regarding the Debtors' Identified Property (II) Granting Related Relief, dated February 18, 2020 (the "Motion") [Docket No. 19] (the hearing for which subsequently was taken off calendar at the request of, *inter alia*, the Tort Claimants' Committee). By the Motion, Defendants sought an order of the Court imposing deadlines for the Plaintiff, among others, to contest Defendants' allegation that certain assets detailed on Exhibit B to the Motion ("Exhibit B"), as such exhibit may be modified or supplemented from time to time (the "Identified Property")² are subject to enforceable restrictions under applicable law and/or are otherwise unavailable to satisfy creditor claims, including the claims of the survivors of sex abuse comprising the Tort Claimants' Committee's constituency (hereinafter, "restricted"). Exhibit B indicates that out of an alleged total of \$1,014,160,463 in restricted and unrestricted assets as of November 30, 2019, the Defendants allege that \$667,075,374 in value of such assets are restricted and thereby unavailable to satisfy creditor claims.

2. As detailed below, the Tort Claimants' Committee contends that the Identified Property is not restricted, and that, accordingly, it is available to satisfy creditor claims and seeks declaratory judgment to that effect.³

3. Resolution of the dispute between Plaintiff and the Defendants over whether and the extent to which assets are unavailable to pay creditors is critical with respect to consideration of a chapter 11 plan for the Debtors. Moreover, the Defendants themselves have asserted that the resolution of these matters is critical to the Debtors' chapter 11 estates:

“As a non-profit organization that relies on donations and volunteers, an efficient resolution of the property dispute is critical to the Debtors' ability to continue to

² A copy of Exhibit B to the Motion is annexed hereto as Exhibit 1.

³ The Tort Claimants' Committee's request for declaratory judgment that the Identified Property is not restricted does not address the issue of whether there may exist any valid liens or security interests on the Identified Property, and the Tort Claimants' Committee reserves all rights in that regard.

exist and to reorganize. Moreover, the Debtors face significant difficulty in accurately projecting creditor recoveries or their ability to continue as a going concern without a final determination as to whether the Identified Property is property available for creditor recoveries.”

Motion (¶16, p. 8).

JURISDICTION AND VENUE

4. The Court has jurisdiction over this action under 28 U.S.C. §§ 157(b)(1) and 1334; 11 U.S.C. § 105, and Federal Rules of Bankruptcy Procedure 7001 and 7013.

5. Venue of this adversary proceeding is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

6. This adversary proceeding is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A), (E), and (O).

THE PARTIES

7. On March 5, 2020, the Office of the United States Trustee appointed the Tort Claimants’ Committee pursuant to section 1102(a)(1) of the United States Bankruptcy Code (the “Bankruptcy Code”).

8. Defendant the BSA is a federally chartered non-profit corporation under title 36 of the United States Code.

9. Defendant Delaware BSA is an alter ego or affiliated entity of the BSA that BSA alleges is a non-profit limited liability company, of which BSA is the sole member, incorporated under the laws of Delaware that is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code.

THE DEBTORS' BANKRUPTCY CASES

10. On February 18, 2020, the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Court"). The Debtors continue in possession of their property and are operating and managing their businesses as debtors in possession pursuant to the provisions of 11 U.S.C. §§ 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these cases.

THE DEBTORS' HISTORY OF COMMINGLING ASSETS

11. The Defendants have failed to assert that the allegedly restricted assets were never commingled with unrestricted assets or assets of other entities.

12. The Defendants also have failed to show by tracing that such assets, if commingled, have not been used, spent or otherwise transferred. Moreover, upon information and belief, throughout the decades of its existence, the BSA has commingled unrestricted and restricted assets and funds, and has commingled its assets and funds with assets and funds of its non-Debtor affiliates and local councils, including by placing allegedly restricted assets in unsegregated accounts within its cash management system and in connection with placing significant assets in the BSA Commingled Endowment Fund LP (the "Commingled Fund") or in sub-funds⁴ thereof (each, a "Commingled Fund Sub-Fund").

⁴ Upon information and belief, a "sub-fund" is not an actual separate account or investment fund; rather, it is an accounting tool used by BSA to identify prorated investment activity in the current Commingled Fund for individual participants.

**PROPERTY OF THE DEBTORS WHICH THE
DEBTORS CLAIM IS NOT PROPERTY OF THE ESTATE**

13. The Debtors, on **Exhibit B**, provide a breakdown of assets that they allege are restricted by type and associated dollar amount. As set forth below, the Tort Claimants' Committee disputes these contentions.

A. Bank Account Cash

14. On **Exhibit B**, the Debtors contend that \$39,987,574.00 (the "**Bank Account Cash**") held in at least eight individual bank accounts maintained by BSA in at least five different banks is restricted cash that is unavailable to satisfy the Debtors' obligations to their creditors.

15. The Defendants have failed to provide adequate or definitive documentation (a) sourcing these funds to specific donations, (b) supporting contentions that the Bank Account Cash is subject to donor imposed restrictions, (c) of other restrictions or limitations that make the Bank Account Cash unavailable to the Debtors' creditors, or (d) reflecting tracing showing that the restricted amounts thereof, if any, were not used, spent or transferred. Moreover, the Tort Claimants' Committee is informed and believes that no such adequate or definitive documentation exists.

B. The LC Collateral

16. The Debtors also contend that \$62,773,574.00 identified in **Exhibit B** as "Restricted Cash – LC Collateral (JPM) (the "**LC Collateral**") constitutes restricted cash.

17. The Tort Claimants' Committee is informed and believes that the funds constituting the LC Collateral are related to letters of credit with JPMorgan Chase ("**JPM**") for the benefit of certain insurance companies, which letters of credit benefitted non-Debtor affiliates and local councils as well as benefitting the Debtors.

18. The Tort Claimants' Committee is informed and believed that the sources of the funds constituting the LC Collateral were withdrawals from two Commingled Fund Sub-Funds.

19. The Defendants have failed to provide information as to the current status of the insurance obligations. The Defendants also have failed to provide information as to obligations of non-Debtor affiliates or local councils to satisfy such insurance obligations directly or to reimburse the Debtors therefor. The Defendants further have failed to provide adequate or definitive documentation (a) sourcing the funds constituting the LC Collateral to specific donations, (b) supporting contentions that the LC Collateral is subject to donor imposed restrictions, (c) of other restrictions or limitations (other than a security interest) that make the LC Collateral unavailable to the Debtors' creditors, or (d) reflecting tracing showing that the restricted amounts thereof, if any, were not used, spent or transferred; and the Tort Claimants' Committee is informed and believes that no such adequate or definitive documentation exists.

C. Investments

1. General Investment Funds

20. On **Exhibit B**, the Debtors contend that funds in the amount of \$81,114,899 in general investments (the "General Investments Funds") constitute restricted property that is unavailable to satisfy the Debtors' obligations to their creditors. Upon information and belief, the General Investments Funds relate to BSA's interest in the Commingled Fund.

21. For a multitude of reasons, including, without limitation the reasons described below in this Section C hereof, the General Investment Funds are unrestricted and available to satisfy the Debtors' obligations to their creditors.

22. With respect to at least fourteen Commingled Fund Sub-Funds totaling at least \$17.5 million⁵ that the Debtors contend constitute a portion of restricted General Investment Funds, no donor imposed restrictions have been identified and the only identified restrictions are ones self-imposed by the BSA.

23. At least eight Commingled Fund Sub-Funds totaling \$11.2 million involve shortages in allegedly restricted funds that were subsequently replaced with unrestricted funds or that otherwise were rendered unrestricted as a result of other improper treatment of those funds.

24. At least twenty Commingled Sub-Funds totaling at least \$39.7 million lack original donor documentation that would properly designate them as restricted funds.

25. At least ten Commingled Fund Sub-Funds allow accretions to value to be used for general operating or corporate purposes.

26. The aggregate balance of the Forty-Eight Comingled Fund Sub-Funds exceeds the historical value of the donations sourcing such funds by approximately \$54 million.

27. Moreover, the Defendants have failed to provide adequate or definitive documentation reflecting tracing showing that restricted amounts of the General Investment Funds, if any, were not used, spent or transferred; and the Tort Claimants' Committee is informed and believes that no such adequate or definitive documentation exists.

2. Order of the Arrow

28. On Exhibit B, the Debtors contend that \$7,399,346 million of investments (the "OA Investments") that they designate as Order of the Arrow ("OA") constitute restricted property that is unavailable to satisfy the Debtors' obligations to their creditors.

⁵ Consistent with Exhibit B, the Tort Claimants' Committee has endeavored to use dollar amounts herein as of November 30, 2019.

29. Upon information and belief, the OA Investments relate to a Commingled Fund Sub-Fund that the Debtors contend are restricted and unavailable to creditors because they are earmarked for OA.

30. The Defendants have failed to provide adequate or definitive documentation (a) sourcing the OA Investments to specific donations, (b) supporting contentions that the OA Investments are subject to donor imposed restrictions, (c) of other restrictions or limitations that make the OA Investments unavailable to the Debtors' creditors,, or (d) reflecting tracing showing that the restricted amounts thereof, if any, were not used, spent or transferred. Moreover, the Tort Claimants' Committee is informed and believes that no such adequate or definitive documentation exists.

D. High Adventure Facilities

31. On Exhibit B, the Debtors contend that three High Adventures Facilities, with an asserted value of \$63,322,810, including Philmont Scout Ranch ("Philmont"), Northern Tier ("Northern Tier"), and Florida Sea Base ("Sea Base" and collectively with Philmont and Northern Tier, the "High Adventures Facilities") constitute restricted property that is unavailable for use by the Debtors to pay their obligations to their creditors.

32. Upon information and belief, there are neither specific deed restrictions nor donor restrictions that preclude the sale by the BSA of Philmont or the use by the BSA of the proceeds of such sale to pay its creditors. Moreover, BSA previously took the position that Philmont was unrestricted and purportedly used it as collateral for the benefit of JPM.

33. Upon information and belief, there are neither specific deed restrictions nor donor restrictions that preclude the sale by BSA of Northern Tier and the use by BSA of the proceeds of such sale to pay its creditors. Moreover, BSA previously took the position that Northern Tier was unrestricted and purportedly used it as collateral for the benefit of JPM.

34. Upon information and belief, there are neither specific deed restrictions nor donor restrictions that preclude the sale by BSA of the Florida Sea Base and the use by BSA of the proceeds of such sale to pay its creditors. Moreover, BSA used previously took the position that Sea Base was unrestricted and purportedly used it as collateral for the benefit of JPM.

E. Donor Restricted Pledges Receivable

35. On Exhibit B, the Debtors contend that certain pledges receivable in the net amount of \$52,984,984 and the gross amount of approximately \$76.6 million (the “Donor Restricted Pledges Receivable”) constitute restricted property that is unavailable for use by the Debtors to pay their obligations to their creditors.

36. Upon information and belief, the Donor Restricted Pledges Receivable relate to twenty-two outstanding individual donor pledges, the vast majority of which relate to the Summit Bechtel Reserve (“Summit”), which BSA asserts is owned by Arrow WV Inc. (“Arrow”).

37. Upon information and belief, upon BSA’s prior receipt of certain donor pledges relating to Summit as to completed projects, BSA deposited such receipts into its main concentration account, an account into which a substantial majority of BSA’s unrestricted cash is directly or indirectly wired, swept, or otherwise transferred from its other bank accounts, treated such receipts as repayments to BSA for funding already advanced, and thereafter used such receipts as general operating funds.

38. The Defendants have failed to provide adequate or definitive documentation (a) supporting contentions that the Donor Restricted Pledges Receivable are subject to donor imposed restrictions or (b) of other restrictions or limitations that make the Donor Restricted Pledges Receivable unavailable to the Debtors’ creditors; and the Tort

Claimants' Committee is informed and believes that no such adequate or definitive documentation exists. Moreover, upon information and belief, certain of the Donor Restricted Pledges Receivable also relate to Summit projects that have already been completed using other funds of BSA such that receipt of any of the outstanding Donor Restricted Pledges Receivable relating to Summit would be repayment to BSA for funding already advanced and therefore will be available to pay creditors.

F. Miscellaneous Summit Assets

39. On Exhibit B, the Debtors identify \$6,012,908 in miscellaneous Summit assets (the "Miscellaneous Summit Assets") that they contend constitute restricted property that is unavailable for use by the Debtors to pay their obligations to their creditors.

40. The Defendants have failed to provide adequate or definitive documentation (a) sourcing the Miscellaneous Summit Assets to specific donations, (b) supporting contentions that the Miscellaneous Summit Assets are subject to donor imposed restrictions, or (c) reflecting tracing showing that the restricted amounts thereof, if any, were not used, spent or transferred. Moreover, the Tort Claimants' Committee is informed and believes that no such adequate or definitive documentation exists.

G. Gift Annuity and Pooled Income Investments

41. On Exhibit B, the Debtors identify \$8,117,898 in gift annuity and pooled income investments (the "Gift Annuity and Pooled Income Investments") that they contend constitute restricted property that is unavailable for use by the Debtors to pay their obligations to their creditors.

42. The Defendants have failed to provide adequate or definitive documentation (a) sourcing the Gift Annuity and Pooled Income Investments to specific donations, (b) supporting contentions that the Gift Annuity and Pooled Income Investments are

subject to donor imposed restrictions, (c) of other restrictions or limitations that make the Gift Annuity and Pooled Income Investments unavailable to the Debtors' creditors, or (d) reflecting tracing showing that the restricted amounts thereof, if any, were not used, spent or transferred. Moreover, the Tort Claimants' Committee is informed and believes that no such adequate or definitive documentation exists.

H. Note Receivable From Arrow WV

43. On Exhibit B, the Debtors identify a note receivable (the "Note Receivable") from Arrow WV in the amount of \$345,396, 380 and contend that the Note Receivable constitutes restricted property that is unavailable for use by the Debtors to pay their obligations to their creditors.

44. Upon information and belief, the Note Receivable is not a gift. Accordingly, no donative restriction is or could be applicable.

45. The Defendants have failed to provide adequate or definitive documentation (a) reflecting tracing showing that the restricted amounts of the Note Receivable, if any, were not used, spent or transferred or (b) of other restrictions or limitations that make the Note Receivable unavailable to the Debtors' creditors. Moreover, the Tort Claimants' Committee is informed and believes that no such adequate documentation exists.

FIRST CLAIM FOR RELIEF

(Declaratory Relief: The Bank Account Cash is unrestricted property of the Debtors' estates under 11 U.S.C. § 541(a)(1))

46. The Tort Claimants' Committee repeats and realleges each of the allegations contained in each preceding paragraph of the Complaint as though fully set forth herein.

47. The Tort Claimants' Committee contends that the Bank Account Cash constitutes unrestricted assets of the Debtors' estates which may be used to pay the claims of their creditors.

48. The Debtors claim that the Bank Account Cash constitutes permanently restricted assets of the Debtors' estates, free and clear of the interests of any other person and not subject to the claims of general creditors.

49. Accordingly, an actual, substantial, and justiciable controversy exists between the Tort Claimants' Committee and the Debtors with respect to the interests of the Debtors' estates in the Bank Account Cash and whether or not these funds are in fact restricted.

SECOND CLAIM FOR RELIEF

(Declaratory Relief: The LC Collateral is unrestricted property of the Debtors' estates under 11 U.S.C. § 541(a)(1))

50. The Tort Claimants' Committee repeats and realleges each of the allegations contained in each preceding paragraph of the Complaint as though fully set forth herein.

51. The Tort Claimants' Committee contends that the LC Collateral constitutes unrestricted assets of the Debtors' estates which may be used to pay the claims of their creditors.

52. The Debtors claim that the LC Collateral constitutes permanently restricted assets of the Debtors' estates, free and clear of the interests of any other person and not subject to the claims of general creditors.

53. Accordingly, an actual, substantial, and justiciable controversy exists between the Tort Claimants' Committee and the Debtors with respect to the interests of the Debtors' estates in the LC Collateral and whether or not these funds are in fact restricted.

THIRD CLAIM FOR RELIEF

(Declaratory Relief: The General Investment Funds are unrestricted property of the Debtors' estates under 11 U.S.C. § 541(a)(1))

54. The Tort Claimants' Committee repeats and realleges each of the allegations contained in each preceding paragraph of the Complaint as though fully set forth herein.

55. The Tort Claimants' Committee contends that the General Investment Funds constitute unrestricted assets of the Debtors' estates which may be used to pay the claims of their creditors.

56. The Debtors claim that the General Investments Funds constitute permanently restricted assets of the Debtors' estates, free and clear of the interests of any other person and not subject to the claims of general creditors.

57. Accordingly, an actual, substantial, and justiciable controversy exists between the Tort Claimants' Committee and the Debtors with respect to the interests of the Debtors' estates in the General Investment Funds and whether or not these funds are in fact restricted.

FOURTH CLAIM FOR RELIEF

(Declaratory Relief: The OA Investments are unrestricted property of the Debtors' estates under 11 U.S.C. § 541(a)(1))

58. The Tort Claimants' Committee repeats and realleges each of the allegations contained in each preceding paragraph of the Complaint as though fully set forth herein.

59. The Tort Claimants' Committee contends that the OA Investments constitute unrestricted assets of the Debtors' estates which may be used to pay the claims of their creditors.

60. The Debtors claim that the OA Investments constitute permanently restricted assets of the Debtors' estates, free and clear of the interests of any other person and not subject to the claims of general creditors.

61. Accordingly, an actual, substantial, and justiciable controversy exists between the Tort Claimants' Committee and the Debtors with respect to the interests of the Debtors' estates in the OA Investment Funds and whether or not these funds are in fact restricted.

FIFTH CLAIM FOR RELIEF

(Declaratory Relief: Any restrictions on the use of the High Adventure Facilities are voidable under 11 U.S.C. § 544(a)(3))

62. The Tort Claimants' Committee repeats and realleges each of the allegations contained in each preceding paragraph of the Complaint as though fully set forth herein.

63. The Tort Claimants' Committee contends that there are no recorded restrictions on the use of the High Adventure Properties.

64. The Tort Claimants' Committee contends that BSA can avoid any alleged unrecorded restrictions based on BSA's rights and powers as a *bona fide* purchaser of real property.

65. The Debtors contend that there are restrictions on the use of the High Adventure Properties that are not voidable.

66. Accordingly, an actual, substantial, and justiciable controversy exists between the Tort Claimants' Committee and the Debtors with respect to the ability of the BSA to avoid any alleged unrecorded restrictions on the High Adventure Properties as a *bona fide* purchaser.

SIXTH CLAIM FOR RELIEF

**(Declaratory Relief: The High Adventure Facilities are
unrestricted property of the Debtors' estates under 11 U.S.C. § 541(a)(1))**

67. The Tort Claimants' Committee repeats and realleges each of the allegations contained in each preceding paragraph of the Complaint as though fully set forth herein.

68. The Tort Claimants' Committee contends that the High Adventure Facilities constitute unrestricted assets of the Debtors' estates which may be used to pay the claims of their creditors.

69. The Debtors claim that the High Adventure Facilities constitute permanently restricted assets of the Debtors' estates, free and clear of the interests of any other person and not subject to the claims of general creditors.

70. Accordingly, an actual, substantial, and justiciable controversy exists between the Tort Claimants' Committee and the Debtors with respect to the interests of the Debtors' estates in the High Adventure Facilities and whether or not those properties are in fact restricted.

SEVENTH CLAIM FOR RELIEF

**(Declaratory Relief: The Donor Restricted Pledges Receivable are
unrestricted property of the Debtors' estates under 11 U.S.C. § 541(a)(1))**

71. The Tort Claimants' Committee repeats and realleges each of the allegations contained in each preceding paragraph of the Complaint as though fully set forth herein.

72. The Tort Claimants' Committee contends that the Donor Restricted Pledges Receivable constitute unrestricted assets of the Debtors' estates which may be used to pay the claims of their creditors.

73. The Debtors claim that the Donor Restricted Pledges Receivable constitute permanently restricted assets of the Debtors' estates, free and clear of the interests of any other person and not subject to the claims of general creditors.

74. Accordingly, an actual, substantial, and justiciable controversy exists between the Tort Claimants' Committee and the Debtors with respect to the interests of the Debtors' estates in the Pledges Receivable and whether or not those properties are in fact restricted.

EIGHTH CLAIM FOR RELIEF

(Declaratory Relief: The Miscellaneous Summit Assets are unrestricted property of the Debtors' estates under 11 U.S.C. § 541(a)(1))

75. The Tort Claimants' Committee repeats and realleges each of the allegations contained in each preceding paragraph of the Complaint as though fully set forth herein.

76. The Tort Claimants' Committee contends that the Miscellaneous Summit Assets constitute unrestricted assets of the Debtors' estates which may be used to pay the claims of their creditors.

77. The Debtors claim that the Miscellaneous Summit Assets constitute permanently restricted assets of the Debtors' estates, free and clear of the interests of any other person and not subject to the claims of general creditors.

78. Accordingly, an actual, substantial, and justiciable controversy exists between the Tort Claimants' Committee and the Debtors with respect to the interests of the Debtors' estates in the Miscellaneous Summit Assets and whether or not those properties are in fact restricted.

NINTH CLAIM FOR RELIEF

(Declaratory Relief: The Gift Annuities and Pooled Income Investments are unrestricted property of the Debtors' estates under 11 U.S.C. § 541(a)(1))

79. The Tort Claimants' Committee repeats and realleges each of the allegations contained in each preceding paragraph of the Complaint as though fully set forth herein.

80. The Tort Claimants' Committee contends that the Gift Annuities and Pooled Income Investments constitute unrestricted assets of the Debtors' estates which may be used to pay the claims of their creditors.

81. The Debtors claim that the Gift Annuities and Pooled Income Investments constitute permanently restricted assets of the Debtors' estates, free and clear of the interests of any other person and not subject to the claims of general creditors.

82. Accordingly, an actual, substantial, and justiciable controversy exists between the Tort Claimants' Committee and the Debtors with respect to the interests of the Debtors' estates in the Gift Annuities and Pooled Income Investments and whether or not those properties are in fact restricted.

TENTH CLAIM FOR RELIEF

(Declaratory Relief: The Note Receivable is unrestricted property of the Debtors' estates under 11 U.S.C. § 541(a)(1))

83. The Tort Claimants' Committee repeats and realleges each of the allegations contained in each preceding paragraph of the Complaint as though fully set forth herein.

84. The Tort Claimants' Committee contends that the Note Receivable constitutes an unrestricted asset of the Debtors' estates which may be used to pay the claims of their creditors.

85. The Debtors claim that the Note Receivable constitutes a permanently restricted asset of the Debtors' estates, free and clear of the interests of any other person and not subject to the claims of general creditors.

86. Accordingly, an actual, substantial, and justiciable controversy exists between the Tort Claimants' Committee and the Debtors with respect to the interests of the Debtors' estates in the Note Receivable and whether or not that property is in fact restricted.

ELEVENTH CLAIM FOR RELIEF

(Declaratory Relief: Further Alleged, Restricted Assets are unrestricted property of the Debtors' estates under 11 U.S.C. § 541(a)(1))

87. The Tort Claimants' Committee repeats and realleges each of the allegations contained in each preceding paragraph of the Complaint as though fully set forth herein.

88. The Debtors claim there may be additional assets that constitute permanently restricted assets of the Debtors' estates, free and clear of the interests of any other person and not subject to the claims of general creditors ("Further Alleged, Restricted Assets").

89. The Tort Claimants' Committee contends that any Further Alleged, Restricted Assets constitute unrestricted assets of the Debtors' estates which may be used to pay the claims of their creditors.

90. Accordingly, an actual, substantial, and justiciable controversy exists between the Tort Claimants' Committee and the Debtors with respect to the interests of the Debtors' estates in any Further Alleged, Restricted Assets, and whether or not those properties are in fact restricted.

WHEREFORE, by reason of the foregoing, Plaintiffs request that the Court enter an order and judgment:

- (1) declaring that the Bank Account Cash is unrestricted property of the Debtors' estates, free and clear of the interests of others (exclusive of any security interests), and may be used to pay the claims of general creditors;
- (2) declaring that the LC Collateral is unrestricted property of the Debtors' estates, free and clear of the interests of others (exclusive of any security interests), and may be used to pay the claims of general creditors;
- (3) declaring that the General Investment Funds are unrestricted property of the Debtors' estates, free and clear of the interests of others, and may be used to pay the claims of general creditors;
- (4) declaring that the OA Investments are unrestricted property of the Debtors' estates, free and clear of the interests of others, and may be used to pay the claims of general creditors;
- (5) declaring that BSA has the ability to avoid any alleged unrecorded restrictions on the High Adventure Properties based on its rights and powers as a *bona fide* purchaser of real property;
- (6) declaring that the High Adventure Facilities are unrestricted property of the Debtors' estates, free and clear of the interests of others (exclusive of any security interests), and may be used to pay the claims of general creditors;
- (7) declaring that the Donor Restricted Pledges Receivable are unrestricted property of the Debtors' estates, free and clear of the interests of others, and may be used to pay the claims of general creditors;
- (8) declaring that the Miscellaneous Summit Assets are unrestricted property of the Debtors' estates, free and clear of the interests of others, and may be used to pay the claims of general creditors;
- (9) declaring that the Gift Annuity and Pooled Income Investments are unrestricted property of the Debtors' estates, free and clear of the interests of others, and may be used to pay the claims of general creditors;
- (10) declaring that the Note Receivable is unrestricted property of the Debtors' estates, free and clear of the interests of others (exclusive of any security interests), and may be used to pay the claims of general creditors;
- (11) declaring that the Further Alleged, Restricted Assets are unrestricted property of the Debtors' estates, free and clear of the interests of others, and may be used to pay the claims of general creditors; and
- (12) granting Plaintiffs such other and further relief as the Court deems just, proper, and equitable, including the costs and expenses of this action.

Dated: January 8, 2021

PACHULSKI STANG ZIEHL & JONES LLP

/s/ James E. O'Neill

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*Counsel for the Official Tort Claimants' Committee
of Boy Scouts of America and Delaware BSA, LLC*

EXHIBIT 1

EXHIBIT B - LISTING OF IDENTIFIED PROPERTY
Boy Scouts of America (excluding subsidiaries & affiliates)
Breakdown of Assets as of 11/30/19
Unaudited
Subject to Amendment

	Balance as of 11/30/2019	Identified Property	Other Property
Cash			
Cash	\$ 123,102,266	\$ 39,987,574	\$ 83,114,692
Restricted Cash - LC Collateral (JPM)	62,773,574	62,773,574	-
Total Cash	185,875,840	102,761,148	83,114,692
Investments			
General Investments	192,500,191	81,114,899	111,385,293
Order of the Arrow	7,399,346	7,399,346	-
Total Investments	199,899,538	88,514,245	111,385,293
Land & Buildings			
Admin Buildings in TX	4,160,897	-	4,160,897
Supply & Distribution - Charlotte, NC	3,026,876	-	3,026,876
Subtotal Land & Buildings	7,187,774	-	7,187,774
High Adventure Facilities: ¹			
Philmont Scout Ranch	40,058,766	40,058,766	-
Florida Sea Base	16,702,866	16,702,866	-
Northern Tier	6,561,178	6,561,178	-
Subtotal Adventure Bases	63,322,810	63,322,810	-
Total Land & Buildings	70,510,584	63,322,810	7,187,774
Furniture & Equipment	29,906,205	-	29,906,205
Accounts Receivable	23,651,417	-	23,651,417
Pledges Receivable (NPV, net of allowances)			
Donor Restricted Pledges Receivable, net	52,949,984	52,949,984	-
Unrestricted Receivable, net	12,800,000	-	12,800,000
Total Pledge Receivable	65,749,984	52,949,984	12,800,000
Inventory	67,948,152	-	67,948,152
Prepays & Deferred Charges	21,686,203	-	21,686,203
Other Assets			
Misc Summit Assets	6,012,908	6,012,908	-
Gift Annuity & Pooled Income Investments	8,117,898	8,117,898	-
Total Other Assets	14,130,806	14,130,806	-
Other Receivables			
Note Receivable from Arrow WV	345,396,380	345,396,380	-
Other Interfund Rec/(Pay)	(10,594,646)	-	(10,594,646)
Total Interfund Receivable	334,801,734	345,396,380	(10,594,646)
TOTAL ASSETS PER BALANCE SHEET	\$ 1,014,160,463	\$ 667,075,374	\$ 347,085,089
OFF BALANCE SHEET ASSETS			
Oil & Gas Royalties	-	-	√
Artwork - Original Rockwell paintings, etc.	-	-	√

¹ The Summit high adventure facility is in a separate legal entity, Arrow WV. BSA has a note receivable due from Arrow.

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

<p>In Re:</p> <p>BOY SCOUTS OF AMERICA AND DELAWARE BSA, LLC,¹</p> <p style="text-align: center;">Debtors.</p>	<p>Chapter 11</p> <p>Case No. 20-10343 (LSS)</p> <p>(Jointly Administered)</p>
<p>OFFICIAL TORT CLAIMANTS’ COMMITTEE OF BOY SCOUTS OF AMERICA and DELAWARE BSA, LLC,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">-against-</p> <p>BOY SCOUTS OF AMERICA and DELAWARE BSA, LLC,</p> <p style="text-align: center;">Defendants.</p>	<p>Adv. Pro. No. 21-50032 (LSS)</p> <p>Related Docket No.: ____</p>

**ORDER GRANTING MOTION TO INTERVENE
OF JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**

Before the Court is the motion of JPMorgan Chase Bank, National Association (“JPM”) to intervene in the above-captioned adversary proceeding. After reviewing the motion and other submissions; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and the Court having found that venue of this proceeding is proper pursuant to 28 U.S.C. § 1408 and 1409; and proper and adequate notice has

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.

been given and no other or further notice is necessary; and after due deliberation thereon and for good cause having been shown,

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
THAT:**

1. JPM is authorized to intervene in this adversary proceeding.
2. The Court retains jurisdiction over all matters arising from or related to the implementation or interpretation of this Order.

CERTIFICATE OF SERVICE

I, Christopher A. Lewis, certify that I am not less than 18 years of age, and that on April 23, 2021, a copy of the foregoing document was electronically filed via CM/ECF and served via CM/ECF upon all parties registered to receive CM/ECF notices in this action, and I caused copies to be served upon the following persons via U.S. first-class mail, postage fully pre-paid:

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Under penalty of perjury, I declare that the foregoing is true and correct.

Dated: April 23, 2021

/s/ Christopher A. Lewis
Christopher A. Lewis