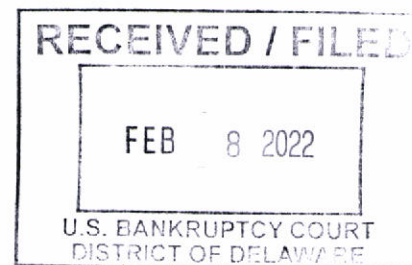




February 4, 2022

U.S. Trustee
Office of the United States Trustee
J. Caleb Boggs Federal Building
844 King Street, Suite 2207
Lockbox 35
Wilmington, DE 19801



Represented by:

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RE: BROWN & BIGELOW, INC.'S OBJECTION TO CONFIRMATION OF SECOND MODIFIED FIFTH AMENDED CHAPTER 11 PLAN OF REORGANIZATION FOR THE BOY SCOUTS OF AMERICA AND DELAWARE BSA LLC.

Dear Mr. Buchbinder and Ms. McCollum:

Brown & Bigelow, Inc. is submitting this letter to object to the confirmation of the Second Modified Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA LLC ("Reorganization Plan"), for the reasons outlined herein.

Basis of Objection

The Reorganization Plan provides for the Boy Scouts of America ("BSA") to contribute to the Settlement Trust BSA's "right title and interest" to the Artwork, which includes over 50 original paintings created by Norman Rockwell ("Rockwell") and Joseph Csatsari ("Csatsari") under work-

for-hire agreements between Brown & Bigelow, Inc. ("B & B") and Norman Rockwell and between B & B and Joseph Csatri. B & B contracted with Rockwell and Csatri to create artwork for its calendar line, including ownership of the original paintings.

The Reorganization Plan purports to contribute all "right, title and interests" with respect to the Artwork, which presumably includes not only ownership but also the separate copyright. B & B contends that the BSA does not own clear title to all of these original paintings and or any of the associated copyrights. In fact, BSA and B & B are parties to a Boy Scout Artwork Agreement dated March 1, 1991 (the "Agreement") pursuant to which BSA acknowledged B & B's copyrights. Therefore, BSA cannot lawfully contribute its "right, title and interest" in the paintings to the Settlement Trust. In fact, the Agreement contains language restricting either of the Parties from assigning their rights in the Agreement without the other Party's written consent, which B & B has not provided.

Since B & B does not have access to the Bankruptcy Court's electronic filing system, we ask that you file this Objection on our behalf.

Sincerely,

A large black rectangular redaction box covering the signature and name of the sender.