

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF FRANKLIN

FRIENDS OF EAGLE ISLAND, INC., a
New York Not-for-Profit Corporation;
Christine L. Hildebrand; Dorcas R. Hardy;
Henry Dickson Graves, Jr.; Elizabeth
Crandall; and Patricia Foody on behalf of
her minor daughter, Rose Foody

Plaintiffs,

Index No. 2012-527

**FIRST AMENDED VERIFIED
COMPLAINT**

v.

GIRL SCOUTS HEART OF NEW JERSEY,
a New Jersey Non-Profit Corporation;
Susan Brooks, as Chief Executive Officer;
Tiffany Wilson, as former President and
Board Chair; and Eric T. Schneiderman, as
Attorney General of the State of New York

Defendants.

FILED
MAR 22 2013
FRANKLIN COUNTY
CLERK'S OFFICE

Plaintiffs by and through their attorneys Briggs Norfolk LLP, allege as follows:

THE PARTIES

1. Plaintiff Friends of Eagle Island, Inc. is a not-for-profit corporation duly organized and existing under the laws of the State of New York, with its principal office located at 242 Washington Avenue, Apt. 1, Brooklyn, NY 112045 (hereinafter "FEI"), and is authorized to do business as a non-profit corporation in New Jersey. FEI is a tax-exempt public charity under section 501(c)(3) of the Internal Revenue Code.

2. FEI was organized for the purposes of opposing the proposed sale of EAGLE ISLAND CAMP (defined below), without restrictions, to the highest bidder by Defendant Girl Scouts Heart of New Jersey (hereinafter referred to as "GSHNJ") and

{00344116.2}

ensuring that EAGLE ISLAND CAMP continues to be utilized as a recreation camp for girls and young women, and for the purpose of establishing, as a matter of law, that the Adirondack Great Camp on Eagle Island as originally gifted, including the land area of Eagle Island itself, the mainland acreage, boat launching area at Gilpin Bay, and the two islets adjacent to Eagle Island known as Big Watch and Little Watch (all as set forth in the legal description of the property in the Deed from the original donors, Henry Graves, Jr. and Florence P. Graves (hereinafter the "Original Donors"), to the Girl Scouts of the Oranges, Inc.), together with all the improvements existing on the land at the date of the Graves' gift and all subsequent improvements made thereon since that date (the entirety of the real property and the structures, together, herein being referred to as "EAGLE ISLAND CAMP," "Eagle Island", the "Camp" or the "Property") constitute a trust that must be operated and maintained as a recreation camp for girls and young women.

3. The Board of Directors of FEI consists of individuals who, as longtime Girl Scouts, Scout leaders, board members of Scout organizations, and/ or donors of money or services specifically for use in maintaining, improving and operating the Camp, have participated over the years in the operation and development of EAGLE ISLAND CAMP. Many members of the Board have paid in the past, or currently are paying, membership dues to the Girl Scouts of the United States of America ("GSUSA"). Additionally, some members of the Board own property in the vicinity of EAGLE ISLAND CAMP, one owning property on Upper Saranac Lake. At least one member of the Board has a daughter between seven and seventeen who attended EAGLE ISLAND CAMP before it was closed and would benefit from being able to attend EAGLE ISLAND CAMP in the

future. In addition, a number of the members of FEI's Board have served in various capacities in the former Girl Scout councils known as Girl Scouts of Greater Essex and Hudson (hereinafter "GSGEH") and Girl Scouts of Rolling Hills (hereinafter "GSRH"), which two councils, together with the Girl Scouts of Washington Rock (hereinafter "GSWR"), merged or consolidated in 2008 into GSHNJ (hereinafter "Consolidation").

4. All members of the FEI Board, as well as the supporters who have donated funds to FEI are dedicated to the perpetuation of EAGLE ISLAND CAMP as either a Girl Scout camp or a recreation camp for girls and young women owned and operated by a similar organization consistent with the initial gift of Eagle Island by the Original Donors for that purpose in 1937.

5. FEI is bringing this action on its own behalf, on behalf of current and future girls and young women for whose benefit Eagle Island was donated in 1937, and on behalf of its individual supporters and contributors who were voting members of GSGEH at the time the vote to merge was taken in 2008, as more fully set forth in this Complaint.

6. Plaintiff, Henry Dickson "Buz" Graves, Jr. (hereinafter "Buz Graves") is the great-grandson of the Donors and is also dedicated to the perpetuation of EAGLE ISLAND CAMP as a recreation camp for girls and young women as his great-grandparents intended in making the initial gift of Eagle Island to the Girls Scouts of the Oranges in 1937. Buz Graves is particularly dedicated to this objective as his grandfather, Henry Graves III, was one of the two Graves sons whose tragic and early deaths prompted the Graves to donate Eagle Island to the Girl Scouts of the Oranges. Buz Graves desires to ensure that EAGLE ISLAND CAMP continue in the use intended

by his great-grandparents is shared by other Graves descendants. Buz Graves currently resides at 690 Colonel Ledyard Highway, Ledyard, Connecticut 06339.

7. Plaintiff, Patricia Foody, is the mother of Rose Foody, as minor, and resides at 417 Jackson Avenue, New Windsor, New York 12553 with Rose Foody. Patricia Foody brings this action on behalf of her minor daughter, Rose, who is a Girl Scout who attended EAGLE ISLAND CAMP in the summer of 2007 and the summer of 2008, and had signed up to attend in the summer of 2009 but was unable to because of the actions of Defendants in not opening the Camp. Rose Foody continues to desire to attend EAGLE ISLAND CAMP as a camper, and to serve as a counselor in training, and eventually as a staff member of EAGLE ISLAND CAMP. She is a member of the category of girls and young women who would be entitled to the benefits of EAGLE ISLAND CAMP if GSHNJ had not failed to continue to maintain and operate the Camp for the purpose intended by the Original Donors. As such Rose Foody is one of the intended beneficiaries of EAGLE ISLAND CAMP as envisioned and intended by the Original Donors (hereinafter, sometimes, the "Intended Beneficiaries") and has a legal interest in the continuation of EAGLE ISLAND CAMP for the purposes intended by the Original Donors. Patricia Foody has contributed time and monies in the past so as to ensure the continued operation of the Camp for the benefit of her daughter, Rose Foody.

8. Plaintiff, Christine Hildebrand, resides at 25 Franklin Street, Vauxhall, New Jersey 07008, and is a former EAGLE ISLAND CAMP camper and staff member spanning over nine years, who, for a number of years prior to the Consolidation, donated monies specifically designated for the continued operation and maintenance of

EAGLE ISLAND CAMP, based on representations that were intended to and did induce a belief that EAGLE ISLAND CAMP would continue to be operated and maintained as a recreation camp for girls and young women. Ms. Hildebrand served on the 2009 Eagle Island Strategic Development Task Group, to which position she was appointed by Defendant GSHNJ Board of Directors. Ms. Hildebrand also raised money after the death of her mother, Virginia Hildebrand, in cooperation with Defendant GSHNJ, funds specifically for the reopening of EAGLE ISLAND. These monies were referred to by Defendant Susan Brooks as the "Mama Ginny Fund." In addition, in specific responses to the solicitation of donations after the Consolidation to be utilized to continue operation of and/or to reopen EAGLE ISLAND CAMP, Ms. Hildebrand donated monies to Defendant GSHNJ. For reasons set forth below, all such monies are to be held in trust by Defendant GSHNJ for the specific purpose of reopening, operating and maintaining EAGLE ISLAND CAMP as a camp for girls and young women, such girls and young women being the beneficiaries of such trust. As a donor of such monies, Ms. Hildebrand is entitled to enforce the terms of the trust and to assert breaches and threatened breaches of fiduciary duties by Defendant GSHNJ as the current trustee of such funds.

9. Plaintiff, Dorcas R. Hardy, resides at 11407 Stonewall Jackson Drive, Spotsylvania, Virginia 22551-4608, was an EAGLE ISLAND CAMP camper for 9 years, represented the Oranges and Maplewood at GSUSA Roundups, and was a U.S. Girl Scouting representative throughout the Far East, Africa and Europe. She is a member of the U.S. Friends of Our Chalet (Switzerland) Committee, following in the footsteps of her mother, Ruth E. Hardy, who was president of the Girl Scout Council of the Oranges from 1950 to 1960 and in whose memory the 2007 restoration of Eagle Island

boathouse (the "Boathouse") is dedicated. Hardy has been a leader of the informal Save Eagle Island group since 2008 and is now the President of the Board of Directors of FEI. For a number of years prior to the Consolidation Ms. Hardy donated monies and time in various fundraising and other supporting activities specifically designated for the continued operation and maintenance of EAGLE ISLAND CAMP, based on representations that were intended to and did induce a belief that EAGLE ISLAND CAMP would continue to be operated and maintained as a recreation camp for girls and young women. Following the Consolidation, Ms. Hardy donated substantial amounts of time and effort, initially within the framework of GSHNJ, with the objective of ensuring that EAGLE ISLAND CAMP would continue to operate, and in reliance on representations that Defendants GSHNJ and Susan Brooks intended to re-open the Camp, which representations were inaccurate. Ms. Hardy also served on the 2009 Eagle Island Strategic Development Task Group, to which position she was appointed by Defendant GSHNJ's Board of Directors.

10. Plaintiff, Elizabeth Crandall, Maryland, resides at 580 Prospect Street, P O Box 202, Maplewood, New Jersey 07040, and is a former EAGLE ISLAND CAMP camper, having first attended the Camp in the summer of 1939 as well as the following summer. At that time Dr. Crandall was a member of the first Girl Scout Mariner Troop in the country. She spent two weeks each of those summers swimming, canoeing, hiking, singing, canoe tripping, and otherwise enjoying adventures in the magnificent and unique setting of EAGLE ISLAND CAMP. Dr. Crandall strongly believes it is imperative to preserve and operate EAGLE ISLAND CAMP for the use intended by the Original Donors so as to provide current and future girls and young women with the opportunity

to benefit from the unique experiences the Camp can offer. Dr. Crandall has been an avid supporter of EAGLE ISLAND CAMP and has contributed time and monies in the past so as to ensure the continued operation of the Camp.

11. Each of the individual Plaintiffs is a member of the Board of Directors of FEI.

12. Upon information and belief, Defendant Girl Scouts Heart of New Jersey, or GSHNJ, is a non-profit corporation organized and existing under the laws of the State of New Jersey, with its principal place of business at 201 E Grove Street, Westfield, New Jersey and with other service centers located in Montclair and North Branch, New Jersey. Defendant GSHNJ is a public charity under section 501(c)(3) of the Internal Revenue Code and its stated purposes are exclusively charitable and educational. Defendant GSHNJ currently holds title to EAGLE ISLAND CAMP through a series of property transfers and corporate consolidations as described later in this Complaint and is one of the approximately 109 local Councils of GSUSA.

13. Upon information and belief, Defendant Susan Brooks is currently the Chief Executive Officer of GSHNJ (sometimes, hereinafter, "Susan Brooks" or "Brooks"). Defendant Brooks commenced employment with the Defendant GSHNJ during its formation on or about July 28, 2008. Defendant Brooks is named as a defendant in her capacity as CEO of GSHNJ.

14. Upon information and belief, Defendant Tiffany Wilson was the President of GSWR prior to the Consolidation and the President and Board Chair of GSHNJ following the Consolidation, and is named as a defendant in those capacities.

15. The Defendant, Eric T. Schneiderman, is named as a Defendant in his capacity as Attorney General of the State of New York (hereinafter "Attorney General"). The Attorney General is being made a party to this litigation by reason of the fact that aspects of the claims being made and relief being sought implicate the New York Not-for-Profit statutes with which the Attorney General is charged with enforcing and ensuring compliance. To distinguish the other defendants against whom claims are being asserted and whose interests are adverse to Plaintiffs, the Attorney General will herein be referred to "Attorney General" and, thus, reference to and allegations concerning "Defendants" are not intended to include the Attorney General.

SUBJECT OF THE COMPLAINT - EAGLE ISLAND GIRL SCOUT CAMP

16. The subject matter of this Complaint is the camp on Eagle Island, a uniquely situated and constructed Adirondack Great Camp that had been utilized since 1938 as a Girl Scout camp, which was particularly suited for that use long prior to 1938 and was specifically gifted for that purpose. Despite affirmative representations to the contrary, Defendant GSHNJ ceased operating the camp following the Consolidation and has since listed the camp with a real estate broker at an original listing price of \$3.75 million, subsequently reduced to \$3.25 million, seeking a sale to the highest bidder, without any restrictions that would ensure the continued use intended by the Original Donors as a recreation camp for girls and young women. In doing so, Defendant GSHNJ has refused to consider offers made by FEI to purchase EAGLE ISLAND CAMP, with restrictions, and for a price that reflects such restrictions. Said purchase would facilitate the continued use of the Property as a recreation and adventure camp for girls and young women. Moreover, Defendant GSHNJ announced its intention to

utilize the proceeds of its "highest bidder" sale to fund retirement benefits for corporate employees of Defendant GSHNJ and for other purposes to benefit such employees, all to the detriment of the Intended Beneficiaries.

17. EAGLE ISLAND CAMP is situated on an island of approximately 29 acres, about one mile in circumference, in the middle of Upper Saranac Lake in the High Peaks Region of the Adirondacks in New York State. The actual Property deeded by the Original Donors and now owned by Defendant GSHNJ also includes a piece of mainland property with a lakefront area for a dock and boat launch, as the only means of access to EAGLE ISLAND CAMP is by boat, and two small islets called Big Watch and Little Watch, a little more than 2 acres in all, so that Eagle Island's total acreage is a little more than 31 acres.

18. The Adirondack Great Camp was built in or around 1903 for then United States Vice President Levi Parsons Morton. The Great Camp buildings were designed by William L. Coulter, one of the pre-eminent architects of the Adirondack "Great Camps." Indeed, as discussed more fully later in this Complaint, EAGLE ISLAND CAMP is considered one of the most impressive examples of the Adirondack Great Camps. Of the 35 true Great Camps in the Adirondack region, five of these (Santanoni, Sagamore, Uncas, Pine Knot, and Eagle Island) have been designated as National Historic Landmarks, the highest federal historic site designation. In or around 1910, Eagle Island was sold to Henry Graves, Jr. and his wife Florence Graves. Henry Graves was a wealthy industrialist who was born in Orange, New Jersey, and who maintained residences in a number of locations, including Orange, New Jersey and Ardsley, New York. After the purchase, the Graves regularly utilized Eagle Island and

its stunning Great Camp as a vacation home, traveling by private railroad cars to Saranac Lake, and driving from there with their entourage of servants and housekeepers to the boat landing at Gilpin Bay, and from there by boat to their camp.

CONVEYANCE OF EAGLE ISLAND FOR PERPETUAL USE AS A RECREATION
CAMP FOR GIRLS AND YOUNG WOMEN IN PERPETUITY

19. Prior to 1937, the Graves lost two of their sons to tragic accidents. One son, Henry Graves 3rd, grandfather of Buz Graves, was killed in an automobile accident in his early 20s, leaving a one year old son (Buz Graves's father). The other son, George Coe Graves, died a few years later in a motor vehicle accident, at the age of 29. Concluding that they could no longer enjoy the beauty and adventure of Eagle Island without being reminded of the loss of their two young sons, in or around 1937 the Graves decided to sell the Island. Contemporaneous accounts suggested that the Camp was worth as much as \$1,000,000 at the time.

20. Fortuitously, in or around 1937, the Girl Scouts of the Oranges, Inc. (hereinafter "GSO") was seeking a replacement for the Girl Scout camp it owned and operated near Blairstown, New Jersey, as that camp was too small to meet the needs of GSO. GSO's intent was to find a new site or property to be utilized for that same purpose.

21. By reason of Henry Graves's roots in Orange, New Jersey, the Chairman of GSO's then Camp Committee knew the Graves and learned that their Adirondack camp might be for sale. Camp experts from GSO visited the Island and concluded it presented an ideal situation for the Girl Scouts. Representatives of the Girl Scouts' national headquarters also inspected the Island, were equally struck by the unique opportunity it presented, and quickly approved the purchase by GSO. Indeed, GSO and

the national Girl Scouts recognized the amazing opportunity presented by Eagle Island. Contemporaneous accounts described Eagle Island as an island having two beaches, one containing a sandy cove for beginning swimmers and the other a lakefront for experienced swimmers. The camp was ready for use, having many canoes, rowboats and a large and ornate boathouse where sailboats could be moored, all ready for use by girls and young women staying there. The camp even included boats for transportation to the mainland, including a beautiful mahogany launch named the Gwen, after the Graves' only daughter, Gwendolyn. The historic buildings were clustered in a small area that enjoys spectacularly beautiful views over the lake and mountains beyond.

22. GSO mapped out plans for a drive to raise funds for the purchase, and negotiations were started to try to purchase Eagle Island. Then came a generous surprise – the Graves decided to gift the Island and everything on it to the Girl Scouts in memory of their two deceased sons, Henry Graves 3d and George Coe Graves. The Graves' intention was that Eagle Island would be devoted in perpetuity for use as a recreation camp for girls and young women as a way to forever honor the memory of their two deceased sons.

23. The conveyance of Eagle Island was accomplished through a series of transactions that documented the gift from the Graves and its acceptance by the Girl Scouts with the express intent that Eagle Island be dedicated in perpetuity for the restricted, charitable purpose of being used as a recreation camp for girls and young women. (Hereinafter, the intent that EAGLE ISLAND CAMP would be used perpetually as a recreation camp for girls and young women will be referred to as the "Intended Use", the "Intended Purpose", or the "Intended Purposes", as the context may require.)

Specifically, at the time of the conveyance, the Graves were well aware that GSO was a non-profit charitable organization whose beneficiaries were actually the current and future girls who would utilize the camp. The first of a series of documents prepared and executed so as to consummate the gift with the intended restriction was an Indenture dated September 24, 1937, by which Henry and Florence Graves gifted Eagle Island to the GSO, and in which the conveyance was described as "a gift to the party of the second part [GSO], a charitable corporation under the laws of the State of New Jersey..." (Emphasis supplied). That Indenture was not recorded until the other documents necessary to reflect the Original Donors' intended restrictions were completed.

24. The next step in the Graves' gifting process was the preparation and filing of a Certificate of Incorporation for a newly created New York not-for-profit, charitable corporation, Girl Scout Camp of Eagle Island, Inc. ("GSCEI"). On November 6, 1937, officers and directors of GSO, as well as one New York state resident, executed the Certificate of Incorporation of GSCEI, which explicitly set forth and expressly limited the purposes for which that entity was formed to six purposes. The first was "[t]o cooperate with Girl Scouts, Inc.," i.e., the national Girl Scout organization. The second purpose was the controlling and only substantive purpose: "To establish and maintain a recreation camp for girls and young women between the ages of seven and eighteen years, inclusive, on a non-profit basis." (Emphasis supplied). The remaining conditions were all intended to further and perpetuate this second purpose. Thus, the third stated purpose was: "To receive and maintain endowments and future funds and to administer the same and to apply the principal and income thereof, or either the principal or

income, exclusively for the purposes expressed in paragraphs (1) and (2) immediately preceeding [sic]. (Emphasis supplied). Then, most importantly for the intended gift from the Graves, was the fourth stated purpose: "To take and to hold by bequest, devise, gift, purchase or lease either absolutely or conditionally for any of its purposes any property real or personal without limitation as to amount of value except such limitations as now or hereafter are prescribed by law." (Emphasis supplied). The fifth purpose merely precluded private benefit and legislative activities. The sixth, catchall purpose - "[t]o do all and everything necessary, suitable and proper for the accomplishment of the foregoing purposes -- tied directly back into what was in essence the sole substantive purpose for which GSCEI was formed: to establish and maintain a recreation camp for girls and young women. This Certificate of Incorporation was approved by a Justice of the New York Supreme Court and was filed in New York County on November 18, 1937.

25. Once this limited purpose, not-for-profit charitable New York corporation had been formed, its sole substantive purpose being to establish and maintain a recreation camp for girls and young women, the next step in the Graves' gifting process was the preparation of an Indenture, dated December 8, 1937, by which GSO conveyed by gift its interest in Eagle Island to GSCEI, which Indenture further expressly stated that GSCEI was a charitable corporation incorporated under the laws of the State of New York.

26. Once these three interrelated documents were all fully executed and in place, the Graves' gift of Eagle Island to the Girl Scouts to be used in perpetuity was finalized by the simultaneous recording of the two Indentures on January 28, 1938, the

first from the Graves to GSO being recorded in Liber 222, page 326 and the second from GSO to the single-purpose GSCEI in Liber 222, page 327. As evidenced by this sequence of documents and simultaneous recording of the Indentures, at the time the Graves gifted Eagle Island and the time the Girl Scouts accepted that gift, all parties agreed and intended that the Property would be perpetually used as a recreation camp for girls and young women, thus forming an express charitable trust. True and accurate copies of the above referenced deeds and certificate of incorporation are attached hereto as Exhibits A, B, and C, respectively.

SUBSEQUENT ACTIONS BY DONORS AND THE GIRL SCOUTS
CONFIRMED INTENDED USE

27. Upon completion of the gift, both parties immediately undertook actions that further evidenced the Intended Use. GSO readied Eagle Island for the opening of EAGLE ISLAND CAMP for the summer of 1938, building platforms for tents in wooded areas of the Island. And that first summer an elaborate dedication ceremony was held at the Great House, with the guests of honor being Henry, Jr. and Florence Graves, the Original Donors. The 1938 dedication included a performance put on by the campers, the script for which was written by Marion Roberts, a member of the very first camp staff. The ceremony acknowledged the gift of the Camp by the Graves and that the reason for the gift was to establish a lasting and active memorial for their two deceased sons. That same ceremony was performed every summer from 1938 through the summer of 2008 (Defendant GSHNJ did not open the camp after the Consolidation). The annual reenactment of the Dedication ceremony, which in the years after 1938 came to be called "Rededication", evidenced the continued recognition of the Intended Purpose of the Graves gift and the Intended Use of Eagle Island. In addition, at or

about the time of the first dedication ceremony, a plaque was placed in the Great Camp's Lodge to commemorate the Graves' gift. It reads: "EAGLE ISLAND AND THE ADJOINING ISLETS PRESENTED TO GIRL SCOUTS OF THE ORANGES INC IN MEMORY OF HENRY GRAVES 3RD AND GEORGE C GRAVES MCMXXXVII".

28. From 1938 through the summer of 2008, the Girl Scouts, starting with GSO and GSCEI and their successor entities until the Consolidation, operated, maintained, developed, and promoted EAGLE ISLAND CAMP as a charitable trust for its Intended Beneficiaries' use and enjoyment for the Intended Purposes. Not by way of limitation, those actions included: the construction of several additional buildings for use by the campers and staff and construction of platforms for tents; repairs and renovations to buildings, docks and other structures to increase their usefulness for the Intended Purpose; solicitation and receipt of gifts of canoes, boats, equipment, cooking supplies and other materials necessary for the Intended Purpose of establishing and maintaining a recreation and adventure camp for girls and young women. Indeed, some major, expensive boats and boating-related items were solicited from individuals, from private companies and civic groups, as were major donations of funds for very specific capital improvements at EAGLE ISLAND CAMP, all solicited with the intention on the part of the Girl Scouts and of the donors that such gifts would be utilized for the Intended Purpose, in perpetuity.

29. Indeed, when soliciting donations, GSGEH and its predecessors provided for the designation of donations to be used specifically for EAGLE ISLAND CAMP. By way of illustration, in the ten-year period prior to the Consolidation, approximately \$110,000 of donations were specifically designated for EAGLE ISLAND CAMP. By way

of further illustration, solicitations specifically sought funds from "Friends of Eagle Island" for operations and camper scholarships and for capital funds to continue restoration of the buildings. Over that same time period, various equipment, supplies and labor were donated specifically for EAGLE ISLAND CAMP's operation and maintenance. Hundreds of individuals volunteered their time and efforts to come to Work Weekends at EAGLE ISLAND CAMP, which were held, until the fall of 2008, in the late spring and early fall each year to prepare the Camp for the arrival of the girls and then, after the camping season ended, to prepare the Camp for winter. The Girl Scouts also solicited gifts of sailboats, some for use so that EAGLE ISLAND CAMP campers could participate in the weekly sailboat races on Upper Saranac Lake, such generous gifts being made by the Stanley "tools" family and the Austin Colgate family, for example. Others donated sailboats for use by the campers, which craft were then named for their donors. In addition to being indicative of the recognition that EAGLE ISLAND CAMP was being held in trust for the Intended Beneficiaries and to be utilized for the Intended Purposes, many of these donations themselves are subject to a charitable trust for the benefit of the Intended Beneficiaries and continuation of the Intended Purposes.

30. As recently as the fall of 2006, the then-CEO of GSGEH recruited Plaintiff Ms. Hildebrand to campaign to locate former EAGLE ISLAND CAMP campers and staff and to recruit them to help in a capital improvement effort for Eagle Island. This included such items as service dock renovations and repairs, new roofs for main camp buildings, and a new deck for the Boathouse.

31. Further evidence by the Girl Scouts of the Intended Purpose and that Eagle Island was required to be utilized as a camp for girls and young women in perpetuity was the cooperation by GSGEH in the successful efforts to have the Island designated as a National Historic Landmark. One of the reasons that GSGEH sought National Historic Landmark Status was to make it possible in the future to apply for preservation grants that would carry with them preservation easements, the restriction on which would have been consistent with the Intended Purpose.

32. Eagle Island was first placed on the National Register of Historic Places in 1986. Beginning in 2002, efforts were commenced to have Eagle Island designated a National Historic Landmark. GSGEH enthusiastically sought and supported the designation and fully cooperated with those efforts, and in 2004, this official designation was conferred on Eagle Island by the U.S. Parks Department of the Department of the Interior. The historic importance of the Property is demonstrated by the fact that nine of the buildings, six other structures, and two non-structure features were all deemed to contribute to Eagle Island's historic landmark status.

SUBSEQUENT CONSOLIDATIONS OF COUNCILS AND
CONVEYANCES OF EAGLE ISLAND NEVER ALTERED THE
CHARITABLE AND CONSTRUCTIVE TRUSTS

33. As set forth above, the gift from the Original Donors to the Girl Scouts was consummated through an integrated three-step process that resulted in title to Eagle Island being held by GSCEI, with the two Indentures being simultaneously recorded in January 1938. For the reasons previously stated, GSCEI held title in trust for the benefit of girls and young women and for the Intended Purposes of maintaining and operating a recreation camp for girls and young women in perpetuity. In or about 1959

the GSO consolidated with nine other Girl Scout councils in existence at that time to form the Girl Scouts of Greater Essex County (hereinafter "GSGE"). GSGE continued to be a charitable organization, as was each of the councils that consolidated to form it.

34. The 1959 consolidation creating GSGE did not alter ownership of Eagle Island, nor did it impact the continued existence of the charitable trust in favor of the Intended Beneficiaries requiring that Eagle Island be maintained and operated in perpetuity as a camp for girls and young women to be given the opportunity to use and enjoy.

35. By Indenture dated April 21, 1980 GSCEI purported to convey Eagle Island, its only asset, to GSGE by gift for no consideration. That transfer of title did not impact the continued existence of the charitable trust in favor of the Intended Beneficiaries requiring that Eagle Island be maintained and operated in perpetuity as a camp for girls and young women to be given the opportunity to use and enjoy.

36. Properly considered, at the time that GSCEI purported to convey Eagle Island to GSGE, GSCEI was a Type B not-for-profit corporation. Indeed, the very 1937 Indenture conveying title to GSCEI expressly stated that GSCEI was a charitable corporation formed under the laws of the State of New York, and, thus, by application of McKinney's N-PCL § 201 (b) and (c) was properly classified as a Type B not-for-profit. Accordingly, GSCEI was required to apply for and to obtain court approval prior to such conveyance and was required to provide notice to the New York Attorney General. GSCEI failed to apply for and failed to obtain such approval and failed to give Notice to the Attorney General. Had GSCEI complied with the statutory obligations imposed by New York Not-for-Profit Corporation Law, a reviewing court would have been able to

ensure that such conveyance was expressly conditioned on and continued the Intended Purpose.

37. Upon information and belief, at the time of the 1980 conveyance, the Board of GSGE had been considering the possible sale of various of the Council's properties, including EAGLE ISLAND CAMP, and the Board was concerned about potential restrictions on such sales. The transfer by GSCEI to GSGE in 1980 was intended to facilitate a future sale of EAGLE ISLAND CAMP by GSGE or its successor without first obtaining review and approval by the New York State Court and the New York Attorney General, and to thereby circumvent the requirements of New York's not-for-profit laws governing the conveyance by a New York not-for-profit corporation of all or substantially all of its assets. Despite GSCEI being a self-declared charitable not-for-profit corporation, and, thus, properly classified as a Type B not-for-profit, not only did it fail to comply with the statutory requirements when it conveyed EAGLE ISLAND CAMP, its only asset, in April, 1980, this New York entity then proceeded to file a Certificate of Type in July 1980 which affirmatively misrepresented its type as being a Type A not-for-profit. GSCEI further misrepresented its not-for-profit type as well as made additional affirmative misrepresentations or misleading representations in the Certificate of Dissolution, which it filed in June 1982. In that Certificate GSCEI again misrepresented its type as being a Type A not-for-profit. It also made the misleading representation that: "The corporation does not hold assets which are legally required to be used for a particular purpose." Of course by the time of its proposed dissolution, GSCEI no longer held such assets, as it had already conveyed EAGLE ISLAND CAMP, without court approval, in 1980, which Property Plaintiffs maintain was in fact required to be used for

a particular purpose. Finally, this Certificate of Dissolution incorrectly maintained that approval of a Justice of the Supreme Court was not required to dissolve the corporation, when, in fact, as a Type B not-for-profit, such approval was required. As the time of the 1980 conveyance, as well as the filings of these two Certificates, the Board of Directors of GSCEI overlapped with that of GSGE and the actions taken by GSCEI are properly attributable to GSGE and, now, to GSHNJ. These failures to comply with the applicable New York statutory requirements, if not remedied by the Court, could allow GSHNJ to circumvent the statutory protections intended to ensure that a not-for-profit not transfer substantial assets in a manner that fails to promote the purposes for which the corporation was formed and would irreparably harm the intended beneficiaries of the protections afforded by the statutory requirements, which beneficiaries in this case include girls and young women who would benefit from the continued use of EAGLE ISLAND CAMP as a recreation camp. One such beneficiary is Rose Foody, whose interests are represented in this case by Plaintiff Patricia Foody, her mother.

38. On or about September 16, 1997 GSGE filed a Certificate of Amendment to its Restated Certificate of Incorporation and Combination and Consolidation to amend Article I to change its name to GSGEH to reflect the merger that brought Hudson County into the Greater Essex council. These changes did not alter the existence of the charitable trust under which title to Eagle Island is held.

THE CONSOLIDATION OF THE THREE COUNCILS TO FORM
DEFENDANT GSHNJ AND THE MISREPRESENTATIONS MADE
REGARDING CONTINUING EAGLE ISLAND
FOR ITS INTENDED PURPOSE

39. In or around 2006, GSUSA initiated a nationwide realignment program, the purpose of which was, in significant part, to create perceived efficiencies in the Girl

Scout movement by consolidating Girl Scout councils. GSUSA intended to reduce the approximately three-hundred twelve (312) existing Girl Scout councils nationwide to approximately one-hundred nine (109) Girl Scout councils (hereinafter, the "Realignment").

40. In or around 2006, as part of the Realignment, GSUSA directed all New Jersey Girl Scout Councils to merge. As it turned out, the partners who were available to merge with GSGEH to form a new Council were GSRH and GSWR (hereinafter together at times referred to as "Realigning Councils"). As part of the realignment process, and, at the direction of GSUSA, a Council Realignment Committee ("CRC") was formed, consisting of representatives from each of the three Realigning Councils as well as a GSUSA representative, to plan for the integration of the three Realigning Councils.

41. Upon information and belief, Defendant Susan Brooks was hired as the Chief Executive Officer of the proposed post-Realignment council prior to the actual Consolidation and took an active role in the realignment process and in communicating to the members of the three Realigning Councils, including members of the Boards of Directors, voting members and non-voting members, and to the general public. A number of board members, non-board members, troop leaders, Girl Scouts, parents of Girl Scouts, and donors to GSGEH were concerned about the potential impact of the proposed merger on EAGLE ISLAND CAMP, as they desired to ensure that EAGLE ISLAND CAMP continue to be utilized for the Intended Purposes, the use and enjoyment of the Intended Beneficiaries. Indeed, some were concerned that GSUSA intended for the Realignment to result in the discontinuation of a number of Girl Scout

camps and they sought assurances that EAGLE ISLAND CAMP would not suffer that same fate.

42. Upon information and belief, while the Consolidation was still being contemplated, numerous representations were, in fact, made regarding the future of EAGLE ISLAND CAMP, which representations were intended to garner support for the Consolidation. These representations included, but are not necessarily limited to:

- a. Increased utilization of EAGLE ISLAND CAMP for its Intended Purpose that would flow from the larger population of Girl Scouts in the post-Consolidation council;
- b. Increased financial support to maintain and operate EAGLE ISLAND CAMP for its Intended Purpose.
- c. EAGLE ISLAND CAMP would continue to be utilized following the Consolidation, as each of the Council's camp properties had unique characteristics and aspects that could be maximized with the increased resources available following the Consolidation.
- d. "... Girl Scouts Heart of New Jersey will initially retain all properties and land of the three merging councils as they currently exist. There will be no immediate disposition of any camps, office buildings or equipment. It is the Council Realignment Committee's belief that the new council with its combined membership will require all existing facilities." (Emphasis supplied)
- e. EAGLE ISLAND CAMP would continue to be maintained and operated for the use and enjoyment of the Intended Beneficiaries.

43. Upon information and belief, prior to the votes of the members of the Realigning Councils on the Consolidation, representations were made to those associated with GSGEH, including board members, non-board members, troop leaders, Girl Scouts, parents of Girl Scouts, and donors, that the new council would continue to operate EAGLE ISLAND CAMP and the other camps of the consolidated Council for a minimum of two years following the Consolidation to allow a full evaluation of the impacts of the Consolidation.

44. The Consolidation required an affirmative vote of all three Realigning Councils, both of their Boards of Directors and of their general voting members. Thus, the affirmative vote of both the Board of Directors of GSGEH and of the general voting membership of GSGEH was required in order for the Consolidation to be approved by GSGEH.

45. By reason of the express representations made prior to the Consolidation, representations intended to and which did induce the voting members of GSGEH to vote in favor of the Consolidation, Defendant Susan Brooks and Defendant Tiffany Wilson had an obligation to act in a manner consistent with those recommendations and in good faith to carry out those affirmative representations, which obligation the voting members of GSGEH relied on in determining to vote in favor of the Consolidation. As set forth further in this Complaint, Defendant Susan Brooks and Defendant Tiffany Wilson breached such obligation, all to the detriment of the Intended Beneficiaries.

46. Upon information and belief, based upon actions taken after the Consolidation, it is apparent that, either prior to the Consolidation votes or sometime not long thereafter, Defendant Susan Brooks formed the intention that EAGLE ISLAND CAMP would no longer be used for the Intended Use and, instead, that the newly created consolidated council would sell Eagle Island with no restrictions on its future use and the proceeds would be used, in part, to increase and/or fund benefits for the post-Consolidation council staff. Following the Consolidation, Defendant Susan Brooks undertook a series of actions that prevented EAGLE ISLAND CAMP from operating and eventually led Defendant GSHNJ (after many of the Board members who had been strong advocates of EAGLE ISLAND CAMP were no longer on the Board) to determine

to sell EAGLE ISLAND CAMP rather than to utilize it for the Intended Purposes. In addition, based upon positions taken and actions endorsed by Defendant Tiffany Wilson, it is apparent that she also formed the intention, either prior to or shortly after the Consolidation, to discontinue the Intended Use of EAGLE ISLAND CAMP following the Consolidation

47. Upon information and belief, had the voting members of GSGEH been aware that, contrary to the express representations and assurances made both verbally and in writing immediately prior to the Consolidation, the actions of Defendant Susan Brooks, of Defendant Tiffany Wilson and of the majority of the Board of the newly created council (i.e., the Board of GSHNJ) after the Consolidation would not comport with such representations and assurances regarding the operation of EAGLE ISLAND CAMP, but would instead result in EAGLE ISLAND CAMP never being reopened, and to the contrary, being offered for sale without any restriction as to its use, a majority of members of the Directors and/or a majority of the regular voting members would not have voted in favor of Consolidation or would have voted to impose a restriction of-record on EAGLE ISLAND CAMP, or would have transferred EAGLE ISLAND CAMP to an entity that would covenant that the Property would be utilized for the Intended Purpose in perpetuity. The failure of Defendant Susan Brooks and Defendant Tiffany Wilson to fulfill the obligations created by the pre-Consolidation representations deprived the voting members of GSGEH of the ability and right to take action that would have insured the continued utilization of EAGLE ISLAND CAMP for its Intended Purpose, all to the detriment of Plaintiffs and to the detriment of the Intended Beneficiaries.

48. In September 2008, the Consolidation was effectuated through merging GSWR and GSRH into GSGEH and was structured so that the surviving council was actually GSGEH, which was then renamed Girl Scouts Heart of New Jersey, i.e., GSHNJ.

49. As a consequence of the Consolidation, Defendant GSHNJ currently holds title to two camp properties in New Jersey (only one of which is a sleep-away camp) in addition to EAGLE ISLAND CAMP. More specifically, Defendant GSHNJ holds title to Camp Lou Henry Hoover, located in Middleville, New Jersey, and to a day camp, Camp DeWitt, located in Hillsborough, New Jersey. Neither of these two facilities provides the unique setting or physical attributes that EAGLE ISLAND CAMP provides, and neither is capable of providing the unique educational, recreational, camping and adventure opportunities that EAGLE ISLAND CAMP provides to the 25,000 girls who are members of the GSHNJ Council. By virtue of the manner in which GSHNJ obtained title, GSHNJ did not provide any consideration for EAGLE ISLAND CAMP.

GSHNJ'S LACK OF GOOD FAITH EFFORTS TO OPERATE EAGLE ISLAND CAMP, ALL TO JUSTIFY SELLING THE PROPERTY

50. GSGEH operated EAGLE ISLAND CAMP as a camp for Girl Scouts in the summer of 2008, as had its predecessor entities since the camp first began operations in 1938.

51. Upon information and belief, Defendant GSHNJ never operated or otherwise utilized EAGLE ISLAND CAMP for its Intended Purpose but instead engaged in a series of actions and omissions that produced a situation that Defendant GSHNJ then utilized to justify its decision never to operate EAGLE ISLAND CAMP and instead to sell it for the maximum amount of money it could obtain, without restriction as to its

future use, and contrary to the obligations imposed under the charitable trust established by the Graves gift. This course of conduct was orchestrated by Defendant Susan Brooks and supported by Defendant Tiffany Wilson and was inconsistent with the representations made prior to the Consolidation and in breach of the obligation created by those representations.

52. Upon information and belief, the actions taken by Defendants GSHNJ, Susan Brooks and Tiffany Wilson and the inactions of Defendants GSHNJ, Susan Brooks and Tiffany Wilson following the Consolidation that demonstrated the intention not to continue ownership and operation of EAGLE ISLAND CAMP include the following, by way of illustration but not limitation:

53. In or around October 2008, EAGLE ISLAND CAMP's property manager/caretaker of over 30 years was offered an attractive buyout package, which he understood would allow him to be hired back to work at Eagle Island as an independent contractor or on another independent basis. Defendants GSHNJ and Susan Brooks neither hired his replacement nor facilitated his working at EAGLE ISLAND CAMP on any basis, despite the warnings given by various EAGLE ISLAND CAMP alumnae and others with experience regarding EAGLE ISLAND CAMP as to the dangers of leaving the Camp without a property manager/caretaker during the winter months, including the likelihood of damage being done to various buildings, boats, and docks.

54. In or around late 2008, the former CEO of GSGEH recommended that Defendant Susan Brooks meet with EAGLE ISLAND CAMP alumnae to discuss continued support and operation of EAGLE ISLAND CAMP, so as to identify the actions that would be needed to ensure that the Camp would be open and fully operating during

the summer of 2009, which recommendation was also made by EAGLE ISLAND CAMP alumnae representatives. Defendant Susan Brooks refused to meet with EAGLE ISLAND CAMP alumnae representatives to discuss continued support and operation of EAGLE ISLAND CAMP, and, instead, made unfounded and inaccurate assurances that proper actions were being taken to care for the Property over the winter.

55. In or around December 2008, for the first time in years, Defendant GSHNJ's year-end fund appeal form had no area for donors to designate contributions specifically intended for EAGLE ISLAND CAMP. The clear inference to be drawn from that change, made so soon after the Consolidation, was that Defendant Susan Brooks, Defendant Tiffany Wilson, and possibly other members of Defendant GSHNJ's Board had already determined to cease operation of EAGLE ISLAND CAMP, or at the very least they did not intend to comply with the obligations created by the pre-Consolidation representations.

56. In or around January 2009, Defendant GSHNJ formed a Future of Eagle Island Committee, which Dorcas Hardy was appointed to chair. Based upon subsequent events, it became clear that Defendant Susan Brooks, with the support of Defendant Tiffany Wilson, directed the formation of the Future of Eagle Island Committee in an effort to placate EAGLE ISLAND CAMP alumnae and other EAGLE ISLAND CAMP supporters by creating the appearance that she was fulfilling the obligation created by the pre-Consolidation representations that EAGLE ISLAND CAMP would continue to be operated, while, in fact, Defendant Brooks had failed to and would continue to fail to take actions necessary to prepare EAGLE ISLAND CAMP for opening in the summer of 2009.

57. In or around April 2009, an EAGLE ISLAND CAMP alumnae group held a reunion in Brookline, Massachusetts. Despite Defendant GSHNJ being shown as the co-sponsors of the event, Defendant Susan Brooks failed to attend and did not send any other GSHNJ representative. Susan Brooks did send a letter to be read to the alumnae group that included statements designed to lead the EAGLE ISLAND CAMP alumnae to believe that she was undertaking all required actions for the opening of EAGLE ISLAND CAMP for the 2009 summer camp season. In fact, contrary to those representations, Defendant Susan Brooks had failed to take adequate actions and to dedicate adequate resources to prepare EAGLE ISLAND CAMP for the 2009 summer camp season, and had, in fact, made affirmative misrepresentations regarding what actions she had taken.

58. Upon information and belief, during the period between the Consolidation and the end of May 2009, Defendant GSHNJ accepted registrations from over two hundred and thirty girls for summer camp in 2009 yet Defendant Susan Brooks had failed to hire necessary staff for the Camp - no Property manager, no maintenance staff, no nurse, no cook or kitchen staff, no unit leaders, no waterfront director, no sailing director, no tripper staff had been hired, and there was no Director in place. Defendant Susan Brooks also refused to permit proactive advertising or marketing of EAGLE ISLAND CAMP to the populations of the former Realigning Councils, GSRH and GSWR, even though there were many offers from EAGLE ISLAND CAMP alumnae and others to volunteer their services for these purposes. Then, as the end of May approached, Defendant Susan Brooks suddenly expressed concerns that EAGLE ISLAND CAMP was not in a condition to open for the 2009 summer camp season, citing

alleged safety deficiencies and needed repairs and maintenance. By way of an open letter dated May 24, 2009, the former Property manager, who had served in that capacity for over 30 years and was thoroughly knowledgeable as to what was needed to open the camp, set forth in detail the steps needed to be taken so that EAGLE ISLAND CAMP could operate for the 2009 summer season, and he insisted that the necessary actions could still be taken in time to open the Camp for that summer. In response to that letter, between May 24, 2009 and June 8, 2009, over one hundred EAGLE ISLAND CAMP alumnae and friends wrote to Defendant GSHNJ and to GSUSA offering their assistance in readying EAGLE ISLAND CAMP to open for the 2009 season.

59. Upon information and belief, Defendant Susan Brooks made no attempt to address the items identified by the former Property manager/caretaker that would have allowed EAGLE ISLAND CAMP to operate that summer. Instead, she insisted that Defendant GSHNJ's Board vote not to open the camp. To support her position, Defendant Susan Brooks affirmatively misrepresented that the Council's Property Committee had recommended against opening the camp for any purpose that summer, when in fact the Property Committee had not made that recommendation. Indeed, the Chair of the Property Committee who had extensive first-hand knowledge of EAGLE ISLAND CAMP had made clear to Defendant Susan Brooks that they were in favor of opening the camp for some activities for the 2009 summer season and taking steps to ensure full operation for the summer of 2010.

60. Upon information and belief, by her tactics and misrepresentations, and with the support and approval of Defendant Tiffany Wilson, Defendant Susan Brooks was able to sway Defendant GSHNJ's Board of Directors to vote to cancel all programs

at EAGLE ISLAND CAMP for the summer of 2009. The summer of 2009 was the first time in 71 years that EAGLE ISLAND CAMP did not open for its Intended Purposes. The abrupt, last-minute cancellation created bad feelings toward EAGLE ISLAND CAMP among many of the GSHNJ families, making it easier for Defendant Susan Brooks and Defendant Tiffany Wilson to eventually convince the Board of GSHNJ never to re-open EAGLE ISLAND CAMP and, instead, to authorize its sale.

61. On or about June 16, 2009, Defendant Susan Brooks represented that the summer of 2009 was to be used to deal with repairs and to evaluate the future of EAGLE ISLAND CAMP, and she announced the formation of the "Eagle Island Strategic Development Task Group", which included several GSHNJ Board members, Council staff, three EAGLE ISLAND CAMP alumnae and one recent EAGLE ISLAND CAMP camper (hereinafter "Task Group"). The creation of this Task Group was authorized by the GSHNJ Board, which selected the individuals to serve thereon. At that same time the Future of Eagle Island Committee was disbanded and its Chair and one member were appointed to the Task Group. Defendant Susan Brooks endorsed the formation of the Task Group as a further effort to placate the supporters of EAGLE ISLAND CAMP and, upon information and belief, she assumed that this Task Group would conclude that EAGLE ISLAND CAMP should not reopen and, instead, that Defendant GSHNJ should sell the Property.

62. Between June 2009 and November 2009, the Task Group met regularly, hired an engineering firm to assess the condition of EAGLE ISLAND CAMP, and undertook to project future monetary and other requirements to reopen the Camp. The Task Group's Mission, Vision and Use Sub-committee did extensive research and

interviews of present and former campers, directors, staff, and parents to project the future usage and viability of EAGLE ISLAND CAMP. The Task Group also distributed a camping survey and studied the results thereof in order to evaluate future usage and viability of EAGLE ISLAND CAMP.

63. In or around September 2009, the Task Group presented its sub-committee's Mission, Vision, Use Report of EAGLE ISLAND CAMP (hereinafter "Use Report") to Defendant GSHNJ's Board of Directors, the goals of which the Board voted in favor of at its September, 2009 Board meeting. To Defendant Brooks's disappointment, the Use Report set forth a strategic plan for the future of EAGLE ISLAND CAMP, recommended a limited use of the Island in 2010 (troop camping, women's weekend, work weekends etc.), and reopening for full resident camp for the 2011 summer season. The Use Report identified funds to be allocated to begin structural repairs and renovations.

64. At its November 2009 meeting, Defendant GSHNJ's Board of Directors voted to have Defendant Susan Brooks and other of the Council staff prepare an operating plan and timeline setting forth how and when identified repairs and modifications would be undertaken and staff hiring would occur. At that November meeting the Board further directed that such plan and timeline be developed by March 1, 2010 and detailed the actions required to achieve the more limited operation for the summer of 2010 and the full reopening of the resident camp for the summer 2011 season. Upon information and belief, Defendant Susan Brooks intentionally delayed acting on the Board's directive, and instead in April, 2010, she presented to the GSHNJ Board a document that grossly exaggerated the repairs needed for EAGLE ISLAND

CAMP to reopen even for the more limited activities that had been identified for the summer of 2010. The information provided in Defendant Brooks's document differed dramatically from the Use Report presented in November 2009. Indeed, the final version of the Defendant Brooks's document differed from the initial version as, upon information and belief, Defendant Brooks insisted that the document address purported issues that would increase the cost of reopening the Camp, when, in fact many of the items addressed were exaggerated, misstated, or not necessary for reopening.

65. Upon information and belief, during this same time frame Defendants Susan Brooks and Tiffany Wilson actively promoted and supported the appointment of new members of the GSHNJ Board who were uninformed as to the history of EAGLE ISLAND CAMP and the intent of the Original Donors in gifting the Camp and who would be opposed to retaining and reopening EAGLE ISLAND CAMP because they believed the inaccurate representations of repairs needed.

66. Upon information and belief, the positions taken by Defendant Susan Brooks, and supported and approved by Defendant Tiffany Wilson, diverged substantially both from those set forth in the Engineering Report the Board had commissioned in the fall of 2009 and in the Use Report, the report prepared by the Task Group that was supposedly formed to make informed recommendations regarding EAGLE ISLAND CAMP. Utilizing data from her own report, in June 2010 Defendant Susan Brooks, with the support and approval of Defendant Tiffany Wilson, convinced the majority of the GSHNJ Board to cancel even the limited activities on EAGLE ISLAND CAMP for that same summer (2010) and also to cancel the next summer

camping season and all other activities at EAGLE ISLAND CAMP for the summer of 2011.

67. Upon information and belief, in the summer of 2010, the GSHNJ Board, at the urging of Defendant Susan Brooks formed a new Task Group. One of the tasks of this group was to raise money to match the \$200,000 that the Board had "allocated" to reopen EAGLE ISLAND CAMP. Defendant Susan Brooks then took the position that this \$200,000 to be raised by the Task Group had to be "in hand" before she would take any actions to re-open the camp. However, understandably, due to the manner in which Defendant Susan Brooks mismanaged the opening of Eagle Island for the prior two summers, rather than seek to obtain donations in hand, the Task Group organized a highly successful pledge drive, obtaining pledges well in excess of \$200,000. Defendant Susan Brooks refused to accept these pledges as sufficient and moved forward with her plans never to re-open EAGLE ISLAND CAMP and, instead, to offer the Property for sale to the highest bidder, without restrictions which would preserve it for the Intended Purpose.

68. Upon information and belief, having set the stage for selling off EAGLE ISLAND CAMP, in or around the first week of October 2010, Defendant Susan Brooks held a series of "open meetings," which she advertised as "Town Hall Meetings," purportedly to discuss the future of EAGLE ISLAND CAMP. These meetings were held in Montclair, in Westfield, and in North Branch. At these meetings, Defendant Susan Brooks represented that one of the options for EAGLE ISLAND CAMP's future was for Defendant GSHNJ to sell Eagle Island without any restrictions as to its future use to the highest bidder. She also represented that the proceeds of such a sale would be utilized

to meet Defendant GSHNJ's pension obligations and similar employee benefits of employees of the then consolidated GSHNJ. The overwhelming sentiment of the attendees at at least two of these meetings was not to sell EAGLE ISLAND CAMP but instead to devote the resources needed to reopen and resume operation of the Camp, consistent with the Original Donors' Intent.

69. With respect to the announced use of the proceeds of the sale of EAGLE ISLAND CAMP, it is noteworthy that approximately two-thirds of the employees who would benefit from such announced use were not employed by the former GSGEH, which, until the Consolidation, was the sole owner of Eagle Island. Accordingly, not only would such a sale violate the charitable trust create by the Graves gift and deprive the Intended Beneficiaries of the use of the Camp, but also the proceeds from the sale of Eagle Island would provide a mechanism for Defendant GSHNJ to satisfy significant obligations that were pre-Consolidation obligations of the other two Realigning Councils by utilizing an asset that had belonged exclusively to GSGEH. Such actions would unjustly enrich the other two Realigning Councils to the detriment of GSGEH, when the Consolidation, as promoted, was intended to be equally beneficial to all of the Realigning Councils.

70. Upon information and belief, in or around October 11, 2010, only a few days after the last of the open meetings, Defendant GSHNJ's Board of Directors held a vote that purported to approve listing Eagle Island for sale with no restrictions that would ensure that the Property would continue to be used for the Intended Purposes and for the benefit of the Intended Beneficiaries. By the time of this vote, the make-up of the

GSHNJ Board had changed significantly from the Board make-up immediately following the Consolidation.

71. Following such vote, Defendant GSHNJ listed Eagle Island with a broker who is marketing the Property with no restrictions and has listed it at \$3.75 million. Defendant GSHNJ has announced that it intends to sell Eagle Island to the "highest bidder". While the asking price has subsequently been lowered, the "highest bidder" intent has not changed.

72. Selling Eagle Island to a private party who would not utilize the Property for its Intended Purpose would violate the intent of the Original Donors and would deny to the true beneficiaries of the Graves' gift, the current and future girls and young women for whose benefit the Original Donors gave the Property, the benefits intended by that gift. Those benefits, the ability to experience and enjoy outdoor education, recreation, adventure, and leadership training in a unique, historic Great Camp setting, cannot be preserved if Defendant GSHNJ is permitted to sell Eagle Island without restrictions to the highest private bidder.

73. In addition, selling Eagle Island to a private party without any restrictions as to its use would be contrary to the sole purpose for which GSCEI was formed, which was to acquire and operate a recreation camp for girls and young women,

74. Moreover, selling Eagle Island to a private party without any restrictions as to its use would jeopardize the integrity of the historic structures and features of the Island and would be inconsistent with Eagle Island's National Historic Landmark status.

75. Defendant GSHNJ has taken no meaningful steps to ascertain whether another Girl Scout council or entity with a similar purpose would be willing to accept

Eagle Island and operate and maintain it for its Intended Purpose. Indeed, FEI has offered to purchase Eagle Island in order to place a restriction in perpetuity so that it is utilized as a camp for adolescents, particularly girls, supplemented with related activities designed to ensure the financial viability of the Property and the programs, all in a manner consistent with the Intended Purpose, and to preserve the features of the Island that have earned its National Historic Landmark status. FEI has developed a business plan to implement such a purchase and subsequent operation but Defendant GSHNJ has consistently refused to consider any proposal other than what its representatives have characterized as the submission of "a competitive offer", by which Defendant GSHNJ means an offer that reflects the stated market value of the Property with no restrictions as to its use.

76. FEI is prepared to provide a number of alternatives that would ensure the continued use of Eagle Island in a manner that would perpetuate the Original Donors' intent and legacy by providing an environmentally responsible Adirondack island camping experience for diverse youth, with an emphasis on girls and young women, while preserving the Island's natural and historic character.

77. The alternatives which FEI are prepared to provide include, but are not limited to, the actual purchase of Eagle Island by FEI or an entity formed by FEI which would ensure the continued use of the property in a manner consistent with the Original Donors' intent. Upon information and believe, if the Court determines that Eagle Island is held by GSHNJ subject to a charitable trust as set forth in this Amended Complaint, then the price for which the property could be sold by GSHNJ would be substantially lower than the price if there are no such restrictions, and FEI would be able purchase

Eagle Island and to continue its use in a manner consistent with the Original Donors' intent.

DONATIONS SOLICITED FOR OPERATION OF EAGLE ISLAND CAMP

78. As a result of the Consolidation, Defendant GSHNJ acquired the benefit of improvements to EAGLE ISLAND CAMP that were undertaken with funds that were donated pre-Consolidation and specifically designated for use in connection with maintaining, repairing, and outfitting EAGLE ISLAND CAMP for continuation of the Intended Purpose.

79. Upon information and belief, following the Consolidation, Defendant GSHNJ continued to solicit donations, which Defendant GSHNJ represented would be used for the re-opening and resumed operation of EAGLE ISLAND CAMP for its Intended Purpose. By way of egregious illustration, Defendant Susan Brooks represented that a key to reopening EAGLE ISLAND CAMP for the summer of 2010 would be the purchase of a new barge, at a cost of approximately \$25,000, which would be utilized to transport construction materials and supplies to the Island as well as to transport debris off of the Island. To further that alleged purpose, Defendant GSHNJ actively solicited funds for the barge beginning in the summer of 2009 and continuing through the next year, resulting in donations from a large number of donors, including the Mama Ginny Fund. As events unfolded, it became apparent that Defendant Susan Brooks never intended for that barge to be used to reopen the camp, as, in fact, the barge was not even ordered until June 2010, and delivery was accepted 6 months after the vote to sell EAGLE ISLAND CAMP. Contrary to the express representations made by Defendants Susan Brooks and GSHNJ, that barge was not used in order to ready

EAGLE ISLAND CAMP to be reopened, but instead was used to prepare the Property to be marketed.

80. In addition, in early 2009, Defendant Susan Brooks recruited Plaintiff Ms. Hildebrand to continue the task she had been assigned in the fall of 2006 to locate EAGLE ISLAND CAMP alumnae and to continue "stumping for Eagle Island." Thousands of hours were spent building an alumnae base of support that includes nearly 1,000 alumnae to support EAGLE ISLAND CAMP. These alumnae believed they were contributing financially and otherwise to continue the purpose of the Graves gift, yet at the same time Defendant Susan Brooks failed to take any of the actions necessary to continue operation of Eagle Island, and, instead, moved on a path toward its closing and eventual attempted sale.

81. Defendant GSHNJ has a fiduciary responsibility to use funds donated for a specific purpose for such purpose. An accounting is required in order to determine whether Defendant GSHNJ has complied with its fiduciary obligations in this regard.

FIRST COUNT

(Charitable Trust Created by the Graves and/or by the Actions of the Girl Scouts of the Oranges and Its Successors Restricting Use of Eagle Island)

82. Plaintiffs repeat and reiterate each and every allegation contained in paragraphs 1 through 81 as if more fully set forth herein.

83. In making the gift of Eagle Island to Girl Scouts of the Oranges, a charitable corporation, and doing so through the creation of a separate not-for-profit corporation, Girl Scout Camp of Eagle Island, Inc., whose only substantive purpose was to establish and maintain a recreation camp for girls and young women, to which entity title to Eagle Island was transferred, the Graves, as Donors, expressly created a

charitable trust restricting in perpetuity the use of Eagle Island to the Intended Purpose of a recreation camp for girls and young women. The creation of that charitable trust was affirmed by execution of the indenture by GSO transferring title of EAGLE ISLAND CAMP to the specially formed, single purpose New York State Corporation titled Girl Scout Camp of Eagle Island, Inc. See Exhibits A-C. The beneficiaries of this trust are the girls and young women to whom the camp is to be made available.

84. In making the gift of Eagle Island to Girl Scouts of the Oranges, a charitable corporation, the Original Donors intended that Eagle Island be subject to the restriction that it be used in perpetuity for the intended purposes of the gift, i.e., for education, recreation, camping and enjoyment by girls and young women through the organized programs and activities of the Girl Scouts and similar groups. Moreover, even if the Donor's intent was not fully expressed, the actions of GSO and subsequently of its successor Girl Scout councils created a charitable pursuant to which Defendant GSHNJ now holds Eagle Island in trust and is required to devote the Property to the Intended Purposes for the benefit of the Intended Beneficiaries.

85. Defendant GSHNJ's actions in listing and marketing Eagle Island for sale without restrictions is a direct breach of the charitable trust which, by its terms, restricts the use of Eagle Island for certain Intended Purposes and for the benefit of certain Intended Beneficiaries.

SECOND COUNT

(Constructive Trust Restricting Use of Eagle Island)

86. Plaintiffs repeat and reiterate each and every allegation contained in paragraphs 1 through 81 as if more fully set forth herein.

87. In the event the Court were not to determine that GSHNJ holds EAGLE ISLAND CAMP subject to a charitable trust, then the Court should impose a constructive trust on GSHNJ's title to the property. As set forth elsewhere in this Amended Complaint, the transfer of title in 1980 by GSCEI to GSGE failed to comply with the statutory obligations imposed by the New York Not-for-Profit Corporation Law on a Type-B not-for-profit corporation transferring a substantial asset, in this case GSCEI's only asset. Both GSCEI and GSGE had fiduciary obligations to the beneficiaries of their respective not-for-profit corporations, included then-current and future campers. Indeed, as recognized by the New York Not-for-Profit Corporation Law, those obligations included ensuring that the transfer of a substantial asset promotes the purposes of the transferring not-for-profit, this case GSCEI. As the sole substantive corporate purpose of GSCEI was to hold property for and operate a recreation camp for girls and young women, the transfer of EAGLE ISLAND CAMP to GSGE should be deemed to have been made with the restriction that EAGLE ISLAND CAMP must continue to be utilized for the purpose.

88. In addition to the events surrounding the transfer of EAGLE ISLAND CAMP from GSCEI to GSGE, as also set forth in this Amended Complaint, in approving the 2008 Consolidation, the members of the Board of Directors of GSGEH and voting members of GSGEH, who were acting on behalf of the Intended Beneficiaries to whom a fiduciary duty was owed, relied on the representations made prior to the Consolidation that EAGLE ISLAND CAMP would continue to be operated following the Consolidation, and, based on such reliance, approved the Consolidation which resulted in the effective transfer of EAGLE ISLAND CAMP to what is now GSHNJ.

89. By October 2010 when Defendant GSHNJ voted to sell EAGLE ISLAND CAMP without restrictions, it become conclusively apparent that GSHNJ would not comply with the obligation to hold EAGLE ISLAND CAMP subject to the same requirements as it was held by GSCEI and would not comply with the representations made prior to the Consolidation. A sale by GSHNJ to a buyer without a restriction requiring that EAGLE ISLAND CAMP continued to be utilized as a recreation camp for girls and young women would improperly and impermissibly divert the property in a manner that unjustly enriches GSHNJ. In order to avoid such unjust enrichment, which arises both by reason of the failure of GSHNJ and its predecessor entities to comply with the applicable statutory obligations when the property was transferred in 1980 and by reason of GSHNJ's failure to abide by the affirmative representations made at the time of the 2008 Consolidation, a constructive trust must be imposed on EAGLE ISLAND CAMP and on the title held by GSHNJ.

THIRD COUNT

(Breach of Fiduciary Duty To Intended Beneficiaries to Act in Good Faith So As to Enable Eagle Island to be Used for the Intended Purposes)

90. Plaintiffs repeat and reiterate each and every allegation contained in paragraphs 1 through 81 as if more fully set forth herein.

91. Defendants GSHNJ, Susan Brooks and Tiffany Wilson have, or in the case of Defendant Tiffany Wilson, had fiduciary obligations to the Intended Beneficiaries to undertake reasonable actions in good faith to ensure that Eagle Island is utilized for the Intended Purposes. Those obligations also exist by reason of the affirmative

representations made by Defendants Susan Brooks and Tiffany Wilson and others regarding EAGLE ISLAND CAMP prior to the Consolidation.

92. The manner in which Defendants proceeded after the Consolidation so as to thwart efforts to enable Eagle Island to continue to be utilized for the Intended Purpose and ultimately to create conditions which Defendant GSHNJ then used to justify the proposed sale of Eagle Island violated the Defendants' fiduciary obligations.

93. In approving the Consolidation, members of the Board of Directors of GSGEH and voting members of GSGEH, who were acting on behalf of the Intended Beneficiaries, relied on the representations made that EAGLE ISLAND CAMP would continue to be operated following the Consolidation and reasonably expected that Defendants Susan Brooks and Tiffany Wilson would comply with their obligation to act in good faith to ensure that such representations were accurate. Had the voting members of GSGEH been aware that Defendants Susan Brooks and Tiffany Wilson, and the Board of GSHNJ would not comply with their fiduciary obligations with respect to EAGLE ISLAND CAMP, the voting members of GSGEH could have taken action before the Consolidation that would have ensured that Eagle Island would have continued to be utilized for the Intended Purposes and for the benefit of the Intended Beneficiaries, such as voting to impose an explicit deed restriction or conveying Eagle Island, with appropriate title restrictions, to FEI or to another Girl Scout council or to some other not-for-profit entity that will utilize Eagle Island for its intended use.

94. Had Defendants acted in good faith and consistent with their fiduciary obligations to the Intended Beneficiaries, Defendant GSHNJ could have made arrangements that would allow the continued use of Eagle Island for the Intended

Purposes, either under the continued ownership and control of Defendant GSHNJ or by means of conveyance to FEI or to another Girl Scout council, or to some other not-for-profit entity which will utilize Eagle Island for its Intended Purposes.

FOURTH COUNT

(Unjust Enrichment)

95. Plaintiffs repeat and reiterate each and every allegation contained in paragraphs 1 through 81 as if more fully set forth herein.

96. In reliance on the pre-Consolidation representations the voting members of GSGEH voted in favor of the Consolidation without taking any additional actions to ensure Defendant GSHNJ would be required to ensure that Eagle Island would continue to be utilized for the Intended Purpose for the benefit of the Intended Beneficiaries.

97. As a consequence of GSGEH merging with GSRH and GSWR, Defendant GSHNJ was created and acquired Eagle Island, which acquisition was for no consideration.

98. Upon information and belief, Defendant GSHNJ now intends to sell Eagle Island without any use restrictions for the highest price it can obtain, having originally listed the Property for \$3.75 million and now seeking \$3.25 million. Defendant Susan Brooks has stated that Defendant GSHNJ intends to utilize the proceeds of such unrestricted sale in order to satisfy various pension obligations to employees and former employees of all three of the Realigning Councils.

99. Had the members of GSGEH been accurately informed that Defendants Susan Brooks and Tiffany Wilson and others would fail to act in a manner consistent with the pre-Consolidation representations, and that, instead, EAGLE ISLAND CAMP

would not continue to be operated for its Intended Purpose and that Defendant GSHNJ would seek to sell it with no restrictions, the voting members of GSGEH would have been able to take action to ensure that Eagle Island continue to be utilized for the Intended Purposes, such as confirming whether restrictions on sale or use of the Property existed, and, if not, imposing a restriction on the title while still retaining title, which restriction would have required that the Property be utilized for the Intended Purposes in perpetuity, or transferring title to Eagle Island to an entity that would covenant that the Property would be utilized for the Intended Purposes in perpetuity.

100. Had GSGEH imposed the aforesaid explicit deed restriction prior to the Consolidation, any sale by Defendant GSHNJ would be to an entity that would continue to use Eagle Island for the Intended Purpose, which sale would be for far less money than a sale without any such restriction.

101. Had GSGEH transferred title to Eagle Island prior to the Consolidation to an entity that would covenant that the Property would be utilized for the Intended Purposes in perpetuity, Defendant GSHNJ would not currently have title to the Property.

102. Defendant GSHNJ will be unjustly enriched if it is permitted to sell Eagle Island without any restriction as to its use so as to monetize the value of Eagle Island for the benefit of Defendant GSHNJ's employees, which asset Defendant GSHNJ acquired for no consideration and the sale of which without restriction will be to the detriment of the Intended Beneficiaries.

103. As a result of the Consolidation, Defendant GSHNJ came into possession of donated sail boats, and other equipment designated by the donors for the operation, maintenance, and continuation of EAGLE ISLAND CAMP, as well as improvements

made to the Camp with funds donated for the specific purpose of operating, maintaining and continuing EAGLE ISLAND CAMP.

104. Following the Consolidation, Defendant GSHNJ solicited and received donations that were purportedly to be used for the operation, maintenance, and continuation of EAGLE ISLAND CAMP, including but not limited to \$25,000 for the purchase of a barge that was never utilized for that purpose. Indeed, the barge was not actually acquired until after the vote to sell.

105. Defendant GSHNJ would be unjustly enriched if it were permitted to retain the donations of monies, sail boats, and equipment that were designated for the operation, maintenance, and continuation of EAGLE ISLAND CAMP.

FIFTH COUNT

(Accounting/Recoupment)

106. Plaintiffs repeat and reiterate each and every allegation contained in paragraphs 1 through 81 as if more fully set forth herein.

107. Defendant GSHNJ is in possession of or has received donated funds that were designated to be used only in connection with the operation, maintenance, and continuation of Eagle Island for its Intended Purposes.

108. Defendant GSHNJ has made certain disbursements of these funds for purposes other than the operation, maintenance, and continuation of Eagle Island for its Intended Purpose.

109. Plaintiffs and all others who made such donations are entitled to an accounting of the use and retention of the funds donated both pre- and post-

Consolidation that were designated to be used only in connection with the operation, maintenance, and continuation of Eagle Island for its Intended Purposes.

110. Plaintiffs do not know and cannot ascertain what sums of money have been collected or disbursed by Defendants, or for what purpose.

111. If Defendant GSHNJ does not intend to use such funds for the designated purpose, those funds should be transferred to the entity that takes title to Eagle Island for its Intended Purposes and resumes utilization of the Camp for the Intended Purposes for the benefit of the Intended Beneficiaries. In addition, if Defendant GSHNJ utilized any such funds for purposes other than for the operation, maintenance, and continuation of Eagle Island as a recreation camp for girls and young women, such funds should be accounted for and similarly transferred to the entity that takes title to Eagle Island for its Intended Purposes and resumes utilization of the Camp for the Intended Purposes for the benefit of the Intended Beneficiaries.

112. Plaintiffs have no adequate remedy at law.

SIXTH COUNT

(Declaratory Judgment)

113. Plaintiffs repeat and reiterate each and every allegation contained in paragraphs 1 through 81 as if more fully set forth herein.

114. An actual and justiciable controversy exists between the parties as to whether Eagle Island can be used as something other than a recreation camp for girls and young women and as to whether a constructive or charitable trust has been created.

115. By reason of Defendants' actions of listing Eagle Island for sale without use restrictions, and refusing to open EAGLE ISLAND CAMP following the Consolidation, Plaintiffs have suffered and will continue to suffer irreparable injury.

116. Plaintiffs have no adequate remedy at law.

117. Plaintiffs are entitled to a Court order declaring the rights and responsibilities of the parties with respect to the restricted use of Eagle Island.

SEVENTH COUNT

(Permanent Injunction)

118. Plaintiffs repeat and reiterate each and every allegation contained in paragraphs 1 through 81 as if more fully set forth herein.

119. Defendants have evidenced their intent to sell EAGLE ISLAND CAMP without use restrictions by listing said Property with a broker and marketing the same as a Great Camp with no restrictions.

120. Upon information and belief, EAGLE ISLAND CAMP has elicited interest from a variety a potential purchasers creating an imminent threat of a sale without restrictions as to use.

121. Plaintiffs are entitled to injunctive and equitable relief restraining Defendant GSHNJ and/or its agents from selling Eagle Island as anything other than a recreation camp for girls and young women.

122. In addition to restraints against selling Eagle Island itself, Plaintiffs are also entitled to injunctive and equitable relief restraining GSHNJ and/or its agents from selling or otherwise disposing of any watercraft (including, but not limited to, canoes, rowboats, kayaks, sailboats, sailfish, sunfish, launches, motorboats); floating docks,

boat racks, barges, platform tents, canvas, taxidermy animal heads, historic artifacts and furniture, camp memorabilia and documentation such as Mariner logs, Eagle Eyes, and any other camp newspapers and newsletters that were associated with Eagle Island as a private residence and/or a summer Girl Scout camp, whether located on the Property or off-site.

123. Plaintiffs have no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand that this Court enter orders:

As to Defendants GSHNJ, Susan Brooks and Tiffany Wilson:

1. Determining that Defendant GSHNJ holds title to EAGLE ISLAND CAMP in trust and subject to a use restriction requiring that EAGLE ISLAND CAMP be used for the Intended Purposes for the benefit of the Intended Beneficiaries.
2. Determining that by listing said Property for sale without restrictions on its use is in breach of the Charitable Trust created by the Original Donors.
3. Determining that a constructive trust exists on the Property in favor of the Intended Beneficiaries requiring that EAGLE ISLAND CAMP be used as a recreation camp for girls and young women , or other similar charitable purpose as intended by the Original Donors, or in the alternative, reforming the deed to the Property by inserting a restrictive covenant limiting the use of the property to a recreation camp for girls and young women, or other similar charitable purpose as intended by the Original Donors.
4. Declaring that EAGLE ISLAND CAMP is restricted to be used as a recreation camp for girls and young women, or other similar charitable purposes as intended by the Original Donors.

5. Determining that a sale of EAGLE ISLAND CAMP by Defendant GSHNJ to a buyer without said title restriction is prohibited.

6. Permanently enjoining Defendant GSHNJ from selling EAGLE ISLAND CAMP to be used as anything other than a recreation camp for girls and young women.

7. Permanently enjoining Defendant GSHNJ from selling or otherwise disposing of any watercraft (including, but not limited to, canoes, rowboats, kayaks, sailboats, sailfish, sunfish, launches, motorboats); floating docks, boat racks, barges, platform tents, canvas, taxidermy animal heads, historic artifacts and furniture, camp memorabilia and documentation such as Mariner logs, Eagle Eyes, and any other camp newspapers and newsletters that were associated with Eagle Island as a private residence and/or a summer Girl Scout camp, whether located on the property or off-site.

8. Directing that Defendant GSHNJ execute a deed to Eagle Island imposing an explicit title restriction requiring that the property be used for the Intended Purposes for the benefit of the Intended Beneficiaries, or, in the alternative, directing that control of and/or title to Eagle Island be transferred, with appropriate title restrictions, to FEI or to another Girl Scout council, or to some other not-for-profit entity that will utilize Eagle Island for its intended use.

9. Directing that Defendant GSHNJ render to Plaintiffs a full account for all pre- and post-Consolidation funds that were designated for use in connection with operating and maintaining EAGLE ISLAND CAMP that were received and disbursed by Defendants.

10. Directing that Defendant GSHNJ pay any balance found in the funds designated for EAGLE ISLAND CAMP be distributed to Plaintiffs, in trust, to be

distributed to the person or entity that obtains the Camp for the purpose of running a recreation camp for girls and young women, or for some other charitable purpose as intended by the Original Donors.

11. Directing that Defendant GSHNJ pay reasonable attorneys' fees and costs associated with this action to Plaintiffs.

12. Declaring that at the time of the 1980 conveyance of EI to GSGE, GSCEI was a Type B corporation and was conveying all or substantially all of its assets, and that, as such, GSCEI was required to obtain approval of the Court to ensure that such conveyance was expressly conditioned on and continued the Intended Purpose. In particular, but not by way of limitation as to the relief which this Court should grant, the Court should declare that GSHNJ is subject to the same restrictions as was GSCEI as to EAGLE ISLAND CAMP, and, thus, any conveyance of the property must promote the express purpose for which GSCEI was formed, which purpose was to hold and utilize EAGLE ISLAND CAMP as a recreation camp for girls and young women.

As to the Attorney General:

13. In the event the Court grants the Plaintiffs' request for a declaration that the Defendant holds title to EAGLE ISLAND CAMP in trust and subject to a use restriction requiring that EAGLE ISLAND CAMP be used for the Intended Purposes, then this Court should direct the Defendant Attorney General to take all necessary and appropriate actions to enforce the rights of the Intended Beneficiaries.

14. In the event the Court grants the Plaintiffs' request for a declaration that at the time of the 1980 conveyance of EI to GSGE, GSCEI was a Type B corporation and was required to obtain approval of the Court pursuant to the New York Not-for-Profit

Corporation Law, then this Court should direct the Defendant Attorney General to take all necessary and appropriate actions to ensure that any conveyance of EAGLE ISLAND CAMP by GSHNJ will include conditions that will promote the purpose for which GSCEI was formed, i.e., the use of the Property as a recreation camp for girls and young women.

As to all Parties:

15. Granting such other and further relief the Court deems equitable and just.

Dated: Lake Placid, New York
March 21, 2013

Briggs Norfolk LLP

By: 

Ronald J. Briggs, Esq.
2296 Saranac Avenue
Lake Placid, New York 12946
(518) 523.5555
Counsel for Plaintiffs

EXHIBIT A

THIS INSTRUMENT, made the 24th day of September, one thousand nine hundred and thirty-seven, between HENRY GRAVES, JR., and FLORENCE P. GRAVES, his wife, of 834 Fifth Avenue, Borough of Manhattan, New York City, parties of the first part, and DEHU SCOUTS OF THE ORANGES, INC., a corporation formed pursuant to an act of the State of New Jersey, entitled "An Act to Incorporate Associations not for Pecuniary Profit", approved April 21, 1898, having its principal office at No. 439 Main Street, Orange, Essex County, New Jersey, party of the second part;

WITNESSETH:

That the parties of the first part, as a gift to the party of the second part, a charitable corporation, incorporated under the laws of the State of New Jersey, do hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL THAT LOT OR PARCEL OF LAND with the buildings and improvements thereon, in Franklin County, State of New York, bounded and described as follows:

ALL the following described lands and premises, situated, lying and being in Township Number 23 (Twenty-three) in Grant Tract One of Macgill's Purchase, in Franklin County, State of New York, and being a part of the Sixty-four thousand acres of the westernly Ten thousand six hundred and sixty one acres in the north half of said Township Number 23 (Twenty-three) and more particularly known, described and designated Eagle Island in Upper Saranac Lake, lying southerly from the Narrows in said lake and northerly from Deer Island and containing about twenty acres of land more or less.

ALSO THE TWO SMALL ROCKS THEREIN lying in said lake and southwesterly from and nearest to said Eagle Island, and on Ward's Bay of Upper Saranac Lake made in 1883, designated as Upper Watch Island and Lower Watch Island.

AND all personal property, furniture and furnishings belonging to the party of the first part, now in the main buildings upon the foregoing premises (excepting all personal property and furnishings contained in the caretaker's cottage and excepting all personal property contained in the barn, carpenter shop and lumber shop) together with all stationary machinery, dynamo, pump, one St. Lawrence Mill, two row boats, four canoes and two gasoline launchers.

SUBJECT to any state or local or accurate survey work done; subject to any and all covenants and restrictions of record; subject to any easements or appurtenances affecting the within described property; subject to the present physical condition of the improvements on the premises, TOGETHER with the appurtenances and all the claims and rights of the parties of the first part in and to said premises.

TO HAVE AND TO HOLD the above granted premises unto the party of the second part, its successors and assigns forever.

CONSIDERATION LESS THAN \$100.00

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In the presence of: Henry Graves, Jr. (L. S.) Florence P. Graves (L. S.) Arphex Buchanan Harvey G.

STATE OF NEW YORK County of New York On the 24th day of September, one thousand nine hundred and thirty-seven, before me came HENRY GRAVES, JR., and FLORENCE P. GRAVES, his wife, to be known to be the individuals described in, and who executed, the foregoing instrument, and acknowledged that

EXHIBIT A

they executed the same.

L. B.

John D. Blasi, Jr.

Notary Public.

John D. Blasi, Jr., Notary Public, Kings County, New York, Clerk's No. 489, Reg. No. 7272
Cort. Filed in Kings Co. Clerk's No. 717, Reg. No. 4825
Cort. Filed from Co. Clerk's No. 45, Kings Co. 13/1919
Cort. Filed Kings Co. Clerk's No. 4198, Reg. No. 4588
Cort. Filed in Westchester Co. and Reg. Off. Cort. Filed in Richmond County
Commission Expires March 30, 1939.

STATE OF NEW YORK
County of New York

SS:

I, ARCHIBALD R. WATSON, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said county, DO HEREBY CERTIFY that said Court is a Court of Record, having by law a seal; that John D. Blasi, Jr. whose name is subscribed to the annexed certificate of proof of acknowledgment of the annexed instrument was, at the time of taking the same a NOTARY PUBLIC acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Kings with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

L. B.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 26 day of Jan. 1938.

Archibald R. Watson Clerk.

Recorded January 28th, 1938, at 3p.M., in Liber 222, page 325.

Harold C. Reed
COUNTY CLERK
-o-o-o-o-b-b-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-

EXHIBIT B

country club
-o-

THIS INDENTURE, made the 8th day of December, one thousand nine hundred and thirty-seven, between GIRL SCOUTS OF THE ORANGES, INC., a corporation formed pursuant to an Act of the State of New Jersey, entitled "An Act to Incorporate Associations Not for pecuniary Profit", approved April 21, 1908, having its principal office at No. 439 Main Street, Orange, Essex County, New Jersey, party of the first part, and GIRL SCOUT CAMP OF EAGLE ISLAND, INC., a corporation organized and existing under the Membership Corporation Law of the State of New York, having its principal office at No. 14 West 49th Street, State, County and City of New York, party of the second part;

W I T N E S S E T H

That the party of the first part, as a gift to the party of the second part, a charitable corporation, incorporated under the laws of the State of New York, does hereby grant and release unto the party of the second part, its successors and assigns forever,

EXHIBIT B

028

ALL THAT LOT OR PARCEL OF LAND with the buildings and improvements thereon in Franklin County, State of New York, bounded and described as follows:

ALL the following described lands and premises, situate, lying and being in Township Number 23 (Twenty-three) in Great Tract One of Macomb's Purchase, in Franklin County, State of New York, and being a part of the Easterly four thousand acres of the westerly ten thousand six hundred and sixty one acres in the north half of said Township Number 23 (Twenty-three) and more particularly known, described and designated as Eagle Island in Upper Saranac Lake, lying southerly from the Narrows Inland Lake and northerly from Deer Island and containing about twenty acres of land more or less.

AND the two small rocky islands lying inside lake and southwesterly from and nearest to said Eagle Island, and on Ward's Map of Upper Saranac Lake made in 1883, designated as Upper Watch Island and Lower Watch Island,

AND all personal property, furniture and furnishings belonging to the party of the first part, now in the main buildings upon the foregoing premises (excepting all personal property and furnishings contained in the caretaker's cottages and excepting all personal property contained in the barn, carpenter shop and lumber shop) together with all stationary machinery, dynamos, pumps, one St. Lawrence mill, two row boats, four canoes and two gasoline launchers, SUBJECT to any state of facts an accurate survey would show; subject to any and all covenants and restrictions of record; subject to any easements or agreements or agreements affecting the within described property; subject to the present physical condition of the improvements on the premises.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

TO HAVE AND TO HOLD the above granted premises unto the party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate seal to be hereunto affixed and thereunto to be signed by its duly authorized officer the day and year first above written.

(SEAL)

GIRL SCOUTS OF THE ORANGES, INC.

By Alice W. Campbell

President.

Attest:

Hophie Louise T. Collins
Secretary.

STATE OF NEW JERSEY

88

County of Essex

On the 8th day of Dec. nineteen hundred and thirty-seven, before me came Alice W. Campbell to me known, who, being by me duly sworn, did depose and say that she resides in South Orange, N.J.; that she is the President of GIRL SCOUTS OF THE ORANGES, INC., the corporation described in, and which executed, the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

F. E. Burgess

Notary Public
My Commission Expires February 23, 1939.

CONSIDERED
THIS 13th
DAY
1937.

STATE OF NEW JERSEY

County of Essex

I, **RUSSELL C. SAISON**, Clerk of the County of Essex (and also Clerk of the Circuit Court and Court of Common Pleas, the same being Courts of Record of the aforesaid County, having by law a seal,) DO CERTIFY, that **Frank B. Foglia** Esquire, whose name is subscribed to the attached certificate of acknowledgment, proof or affidavit, was at the time of taking such acknowledgment, proof or affidavit, a NOTARY PUBLIC, duly commissioned and sworn and residing in said State, and was, as such NOTARY PUBLIC, an officer of said State duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds for the conveyance of land, tenements or hereditaments, and other instruments in writing to be recorded in said State, and that the said acknowledgment is duly executed and taken according to the laws of said State, and that full faith and credit are and ought to be given to his official acts; and I further certify that I am well acquainted with his handwriting and fully believe the signature to the attached certificate is his genuine signature.

And I do further certify that the impression of the seal of such NOTARY PUBLIC is not required by the laws of this State to be filed in my office.

L. S. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 24th day of January, A. D. 1978.
 Russell C. Saison, Clerk.

Recorded January 28th, 1978, at 11:30 A.M., in Liber 222, page 327.

Arnold M. ...
 Notary Public

EXHIBIT *c*

4

CERTIFICATE OF INCORPORATION

OF

GIRL SCOUT CAMP OF EAGLE ISLAND, INC.

Pursuant to the Membership Corporations Law.

WE, THE UNDERSIGNED, for the purpose of forming a membership corporation, pursuant to the Membership Corporations Law of the State of New York, hereby certify:

FIRST: The name of the proposed corporation shall be - GIRL SCOUT CAMP OF EAGLE ISLAND, INC. -

SECOND: The purposes for which the corporation is to be formed are:

(1). To co-operate with Girl Scouts, Inc., (a National Organization) a non-profit membership corporation, formed in 1915, under the laws of the District of Columbia, designed to promote the moral, mental and physical improvement of girls and young women, including the training in better character and citizenship.

(2). To establish and maintain a recreation camp for girls and young women between the ages of seven and eighteen years, inclusive, on a non-profit basis.

(3). To receive and maintain endowments and funds and to administer the same and to apply the principal and income thereof, or either the principal or income, exclusively for the purposes set forth in paragraphs (1) and (2) immediately preceding.

(4). To take and hold by purchase, devise, gift, purchase or lease either absolutely or conditionally for any of its purposes any property real or personal without limitation as to amount or value except such limitations as now or hereafter are prescribed by law.

(5). The Corporation shall be conducted in a manner so that no part of its earnings shall inure to the private benefit of any member or individual having a personal or private interest in the activities of the Corporation, and no part of its activities shall consist of carrying on propaganda or otherwise attempting to influence legislation.

(6). To do all and everything necessary, suitable and proper for the accomplishment of the foregoing purposes.

EXHIBIT C

THIRD: The territory in which its operations are principally to be conducted is: Township Number 25 in Great Tract One of Macomb's Purchase, (Tax District) Eagle Island, Upper Saranac Lake, Franklin County, State of New York.

FOURTH: The city and county in which its office is to be located is: Borough of Manhattan, City and County of New York, and State of New York.

FIFTH: The number of its directors shall be not less than five (5) nor more than twenty-five (25).

SIXTH: The names and residences of the directors until the first annual meeting are:

<u>Names.</u>	<u>Residences.</u>
Adelle Bachman	502 Western Drive, South Orange, New Jersey.
Alice W. Campbell	351 Hartford Road, South Orange, New Jersey.
Edward P. Elwood	56 Manhattan Avenue, Greenwood, New York.
Elizabeth Grammer	47 Lawrence Avenue, New Orange, New Jersey.
Clara W. Stobaens	341 Irving Avenue, South Orange, New Jersey.

SEVENTH: All of the subscribers to this certificate are of full age; at least two-thirds of them are citizens of the United States; at least one of them is a resident of the State of New York. Of the persons named as directors, at least one of them is a citizen of the United States and a resident of the State of New York.

IN WITNESS WHEREOF, we have made, subscribed, and

1914 - 18 - 2

acknowledged this certificate, this 15th day of November 1957.

Signed in the presence of:

John A. Grammer
John A. Grammer, SS to
A.A.S., A.W.C., E.C., and
C.W.S.

Adele Bachman
Adele Bachman

Alice W. Campbell
Alice W. Campbell

Edward P. Elwood
Edward P. Elwood

Elizabeth Grammer
Elizabeth Grammer

Clara W. Stobbenus
Clara W. Stobbenus

I, a Justice of the Supreme Court of the Fifth
Judicial Department hereby approve the foregoing
Certificate of Incorporation of the Carl Scott Camp of
Eagle Island, Inc.

Charles F. [Signature]
Justice of the Supreme Court

3423-17-4

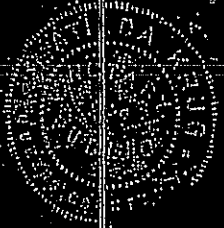
STATE OF NEW YORK
COUNTY OF NEW YORK

ss.: *N.Y.* Nov. 10, 1937

On this 10 day of *November*, 1937, before me personally came EDWARD F. ELWOOD, to me known, and known to me to be the person described in and who executed the foregoing certificate of incorporation, and he thereupon duly acknowledged to me that he executed the same.

Edward F. Elwood
Edward F. Elwood

Mattie King
Notary Public, County of



NOTARY PUBLIC
STATE OF NEW YORK
My Comm. Expires Nov. 10, 1938
H. W. ...

1007-114

AFFIDAVIT AS TO QUALIFICATIONS OF INCORPORATORS
OF A CORPORATION

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.: *N.Y. Nov. 10, 1937*

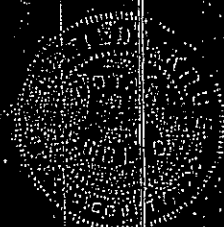
EDWARD F. ELWOOD, being duly sworn, deposes and says, that he is one of the persons described in, and who executed the foregoing certificate of incorporation, and that all of the incorporators, viz., Adels Bachman, Alice W. Campbell, Edward F. Elwood, Elizabeth Hammer and Clara W. Stobaens, are of full age, are citizens of the United States, and at least one of them, viz., Edward F. Elwood, is a citizen of the United States and a resident of the State of New York.

Sworn to before me this

10 day of *November*

1937.

Martin King
Notary Public



NOTARY PUBLIC STATE OF NEW YORK
MARTIN KING
100 N. 4TH ST. NEW YORK, N.Y.
COMM. EXPIRES 12/31/38

387

AFFIDAVIT AS TO NO PREVIOUS APPLICATION FOR APPROVAL
OF CERTIFICATE OF INCORPORATION.

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

Paul C. White

Being duly sworn,
deposes and says that he is attorney for the subscribers
to the annexed certificate of incorporation, and that no
previous application for the approval of said certificate
by any Justice of the Supreme Court has ever been made.

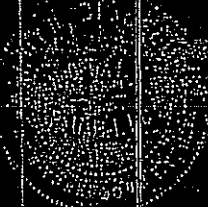
Paul C. White

Sworn to before me this
10th day of November
1957.

Arthur Bassel

Notary Public,

NOTARY PUBLIC,
County of Dutchess, New York County
NY Co. Certificate No. 114, Exp. 12/31/57
NY Co. Certificate No. 114, Exp. 12/31/57
Qualified under Chapter 200, § 200.17



3847-11

STATE OF NEW JERSEY

ss.:

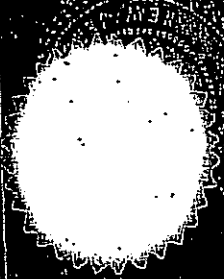
COUNTY OF ESSEX

BE IT REMEMBERED, that on this sixth day of
November, in the year of our Lord, One Thousand Nine
Hundred and Thirty-seven, before me, the subscriber, a
NOTARY PUBLIC of New Jersey, personally appeared ADLIE

WITNES

I, RUSSELL O. SMITH, Clerk of the County of Essex (and also Clerk of the Circuit Court,
and Court of Common Pleas, the said being Courts of Record of the aforesaid County,
acting by law a seal)

State of New Jersey
County of Essex



DA SEBASTIEN BERNARD, of the County of Essex, State of New Jersey, whose name is subscribed to the attached certificate of acknowledgment, deed or affidavit, was at the time of taking said acknowledgment, deed or affidavit, a NOTARY PUBLIC, duly commissioned and sworn and residing in said State, and was, as such NOTARY PUBLIC, an officer of said State duly authorized by the laws thereof to take and certify the same, he met me to take and certify the said acknowledgment, deed or affidavit, and I further certify that the said acknowledgment is duly executed and taken according to the laws of said State, and that full faith and credit are and ought to be given to the official acts; and I further certify that the signature to the attached certificate is his genuine signature.
AND I do further certify that the impression of the seal of such NOTARY PUBLIC is not required by the laws of this State to be filed in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this

16th day of November, 1937

339-11-6

339-11-6

