



THIS DECLARATION OF TRUST is made the SIXTEENTH day of JUNE
One Thousand Nine Hundred and Eighty Two by THE SCOUT ASSOCIATION
TRUST CORPORATION a Company incorporated under the Companies
Act 1929 and licensed by the Board of Trade pursuant to Section
18 of that Act having its Registered Office at Baden-Powell ----
House, Queen's Gate, London, SW7 5JS (hereinafter called 'the --
Corporation')

W H E R E A S

- (1) The Scout Association (hereinafter called 'the Association')
an Association incorporated by Royal Charter is an educational
charity having as its primary object the instruction of boys of
all classes in the principles of discipline loyalty and good ---
citizenship -----
- (2) The Association has in pursuance of its Charter of -----
Incorporation formed various Branches County and District Scout
Councils Groups and other bodies all or any of which are -----
hereinafter included in and referred to by the term 'unit' -----
- (3) The Corporation under its Memorandum of Association is -----
empowered (inter alia) to undertake accept execute perform and
administer any trusts or conditions affecting lands buildings --
hereditaments investments funds or other property whatsoever held
or owned in trust for or for the benefit or for any of the -----
purposes or objects of the Association or any unit thereof and to
undertake execute and administer any charitable trusts -----
- (4) The Corporation has been duly authorised by the Lord Chancellor
by an Authorisation dated the Twenty-Fifth day of February One
Thousand Nine Hundred and Thirty-Five to act as a Trust Corporation
in relation to the charitable trusts aforesaid -----

NOW THIS DEED WITNESSETH as follows:-

1. THE Corporation will stand possessed of any lands and -----
hereditaments whether freehold or leasehold that may be conveyed
or assured to the Corporation by or on behalf of or at the -----
direction or for the benefit of the Association or any unit ----
thereof by any deed expressed to be supplemental to these presents
UPON TRUST for the general purposes of the Association or unit -
(as the case may be) in such manner (subject to the provisions of
Clause 3 hereof) as the Association or unit (as the case may be)
shall from time to time direct -----
2. THE Corporation will stand possessed of any investments funds
or other property (other than land) that may be transferred to or
vested in it by or on behalf of or at the direction or for the
benefit of the Association or any unit thereof by or in pursuance
of any document referring to these presents and the income (if any)
arising therefrom UPON TRUST to hold the same (subject to any --

trusts powers or provisions contained in such documents and to the provisions of Clause 3 hereof) upon trusts similar to those hereinbefore declared in respect of land and hereditaments (as far as the same may be applicable) with power at any time and from time to time to sell call in and convert the same or any part thereof into money -----

3. PROVIDED ALWAYS AND IT IS HEREBY DECLARED that:-

(a) The Corporation shall not act on any direction given under Clause 1 or 2 hereof without the consent of the Charity Commission or any other authority in any case in which the action to be taken under such direction requires its consent by virtue of any ----- restriction imposed by any Deed or Statute -----

(b) If in the opinion of the Corporation any direction given under Clause 1 or 2 hereof by any unit shall be contrary to the ----- interests of that unit or to the principles or policy or rules of the Association the Corporation may disregard such direction and deal with the property therein referred to (subject to any further direction which may thereafter be given as aforesaid and which in the opinion of the Corporation is not contrary to such interests principles policy or rules) in such manner as the Corporation in its absolute and uncontrolled discretion shall consider to be for the benefit of the unit and not contrary to the principles policy and rules of the Association -----

(c) If in the opinion of the Corporation the absence of direction or directions given under Clause 1 or 2 hereof by any unit shall be contrary to the interests of that unit or to the principles or policy or rules of the Association the Corporation may deal with the property therein referred to (subject to any further direction which may thereafter be given as aforesaid and which in the ----- opinion of the Corporation is not contrary to such interests --- principles policy or rules) in such manner as the Corporation in its absolute and uncontrolled discretion shall consider to be for the benefit of the unit and not contrary to the principles and rules of the Association -----

4. WITHOUT prejudice to the generality of the provisions ----- hereinbefore contained and any power conferred by Statute or --- otherwise it is hereby expressly declared that the Corporation - under such direction as aforesaid shall (subject to the consent of the Charity Commission or other authority in any case in which such consent is required by law) have the power to sell mortgage lease exchange or otherwise dispose of the said property or any part thereof -----

5. IN respect of any trust property conveyed or transferred or vested in the Corporation by or on behalf or by the direction or for the benefit of any unit the following provisions shall apply:-

(a) If and when such unit shall be amalgamated with another unit or units of the Association then for the purposes of these presents the body thus formed shall be deemed to be the said unit;

(b) If the said unit shall cease to be registered as a unit of The Scout Association (except in the case of such amalgamation as aforesaid) the Corporation shall hold the trust property-- UPON TRUST to be applied for the general purposes and objects of the Association as the Association may direct provided that where by virtue of any provision of any Deed or Statute the consent of the Charity Commission or other authority is required to the application of the proceeds of sale of the trust property the Corporation shall hold such proceeds of sale upon such trusts as will conform to such consent as aforesaid

6. (a) ANY Conveyance Transfer or other assurance direction or document executed or signed by the person or persons by whom the financial affairs of the unit are for the time being managed (whether duly authorised to manage the same or not) shall for all purposes of these presents be deemed to be a Conveyance Transfer assurance direction or document executed or given by the unit and so that if and whilst there are two or more such persons they may act by resolution of the members present at a meeting thereof

(b) The Corporation may act upon any direction in writing or resolution purporting to have been given or passed by a unit and certified by the person purporting to be the Secretary or official representative thereof and shall not be concerned to enquire whether such direction or resolution was in fact duly given or passed or whether such person is in fact Secretary or official representative as aforesaid and shall not be responsible for acting upon such direction or resolution or for any loss occasioned thereby

7. ANY Statement made in writing on behalf of the Corporation to the effect that any act or thing done by the Corporation is done under the direction of any unit of the Association shall in favour of any purchaser mortgagee lessee or other person dealing with the Corporation be conclusive evidence of the fact and the concurrence of the unit in such act or thing shall not be necessary for the protection of such purchaser mortgagee lessee or other person

8. THE Corporation shall have power to act by its proper Officer and shall be entitled to remuneration for acting as trustee in accordance with its published scale of fees from time to time in force

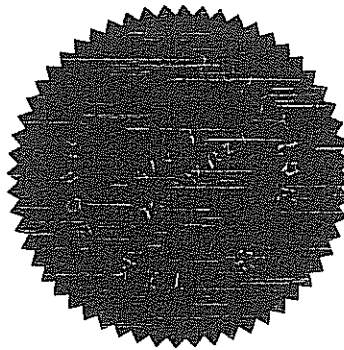
9. THE Trusts hereof may be amended from time to time by a

resolution of the Corporation but provided that this clause shall not enable any amendment to be made to Clauses 1 and 2 hereof or to this clause and provided also that no amendment shall be made so as to cause this Declaration of Trust to cease to be ----- charitable in law -----

10. THESE presents may be referred to in any document as 'The -- Scout Trust Deed 1982'-----

IN WITNESS whereof The Scout Association Trust Corporation has caused its Common Seal to be affixed hereto the day and year --- first above written -----

THE COMMON SEAL of THE SCOUT)
ASSOCIATION TRUST CORPORATION)
was affixed hereto in the)
presence of:-)
)



Member of the Board of Management

Secretary