

ANNA L. LYON TRUST FOR CAMBRIDGE SCOUTING

The Cambridge Council, Boy Scouts of America, Inc., a Massachusetts charitable corporation (the "Council"), as Donor, makes this trust agreement with Cambridge Trust Company, Inc., a Massachusetts business corporation, and itself, as Trustees.

Whereas, Anna L. Lyon ("Mrs. Lyon") gave substantial funds to the Council for the sole purpose of supporting the activities of the Council in serving the youth associated with its chartered Scout units;

Whereas, the funds contributed by Mrs. Lyon, consistent with the restrictions to which they were subject, were used to purchase the Council's former headquarters building at 146-150-152 Prospect Street, Cambridge, Massachusetts;

Whereas, in recognition of Mrs. Lyon's substantial contributions to the Council, the Council's headquarters building was named the "Anna L. Lyon Scouting Center;"

Whereas, the Council has sold the Anna L. Lyon Scouting Center;

Whereas, the Council intends to hold the proceeds of the sale of the Anna L. Lyon Scouting Center in a manner consistent with the restrictions imposed by Mrs. Lyon on the use of the funds originally used to purchase such center; and

Whereas, the Council wishes to recognize Mrs. Lyon's extraordinary contributions to Cambridge Scouting.

Now, therefore, the Council has irrevocably transferred to the Trustees certain property which the Trustees agree to hold in trust, together with any other property hereafter transferred to them by the Council or others, upon the terms and conditions set forth hereinafter. This trust shall be known as the Anna L. Lyon Trust for Cambridge Scouting.

ARTICLE ONE: DISPOSITION OF PRINCIPAL AND INCOME

A. Payments. The Trustees shall pay so much or all of the net income and principal of the trust to or for the benefit of the Council, provided that, any such payment shall be used only for the purpose of providing income to the Council for its operation of the Scouting program and, in the event the Council should cease to exist, whether it be through merger, consolidation, or dissolution, then, any such payment shall be used only for the purpose of granting camperships to youths associated with Scout units chartered by the Council, or, if the Council shall cease to exist, of granting camperships to youths associated with Scout units chartered by the Council prior to the time it ceased to exist and any additional Scout units located within

the City of Cambridge which may be chartered by any lawful successor to the Council.

B. Termination. If the national Boy Scout movement, as directed and operated by the Boy Scouts of America, shall cease to exist, or shall cease to be an organization described in Sections 170(b)(1)(A), 170(c), 2055(a) and 2522(a) of the Internal Revenue Code (a "Qualified Organization"), or shall cease to operate for any three year period (directly or through local bodies) all Scout units which have associated with them youth to whom camperships could be awarded under Paragraph A, the Trustees shall distribute the remaining property of the trust to such one or more Qualified Organizations serving youth in the City of Cambridge as they may select in their sole discretion. Upon the complete distribution of the property of the trust, this trust shall cease to exist.

#### ARTICLE TWO: SUCCESSORS TO THE COUNCIL

If the Council is dissolved or its charter is revoked, suspended or allowed to lapse, the supervision, management and control of its affairs and responsibilities shall be exercised by the Boy Scouts of America, through such agencies as it may see fit to employ for that purpose, such supervision, management or control to continue until the reinstatement or reestablish-

ment of the Council or until the chartering of a new council, when such supervision, management and control shall be assumed by such reinstated, reestablished or new council, with the same rights granted hereunder to the Council, and such right of supervision, management and control shall be exercised in like manner by the Boy Scouts of America in the case of similar disability or default on the part of any such reinstated, reestablished or new council.

### ARTICLE THREE: SPECIAL PROVISIONS

This trust is intended to qualify as a grantor trust (within the meaning of Section 671 of the Internal Revenue Code) of the Council, a Qualified Organization. Therefore, notwithstanding any other provision of this trust agreement, the Trustees shall be subject to the following provisions:

A. Power to Substitute Property. The Council may, at any time, reacquire the trust corpus by substituting other property of an equivalent value.

B. Restrictions. The Trustees shall not engage in any act inconsistent with the charitable purposes of the Council or which would affect its status as a Qualified Organization or which would cause this trust to become subject to federal income taxation. In particular, no part of the income or principal of

the trust shall inure to the benefit of, or be distributed to, any Trustee, to any officer or director of the Council or of any Trustee, or to any private individual; except that the Trustees make reasonable payments for goods or services actually rendered to or on behalf of the trust, and may make distributions in furtherance of the purposes of the trust as provided in Article Two. No part of the activities of the trust shall consist of the carrying on of propaganda or otherwise attempting to influence legislation and the trust shall not participate or intervene in any political campaign, including any campaign on behalf of any candidate for public office (including the publishing or distribution of statements).

#### ARTICLE FOUR: AMENDMENT AND REVOCATION

This Trust may not be revoked. The Trustees may amend this agreement at any time by an instrument in writing signed by all of them; provided that no amendment shall operate to give or have the effect of giving any benefit to any person, organization or corporation (other than the Council) which has given property to this trust or to cause the trust to become subject to federal income taxation, and no amendment shall authorize or allow the Trustees to conduct the affairs of this trust for any purpose not presently permitted under Article Two. Any amend-

ment of this Article Four (or any further amendment to it) shall be valid only if and to the extent that the amendment restricts the Trustees' amending power to the same extent that such amending power is presently restricted under this Article Four, or to a greater extent.

#### ARTICLE FIVE: TRUSTEE PROVISIONS

A. Appointment. The Trustees at any time may appoint one or more additional or successor trustees. If at any time there is no Trustee, the persons to whom the Trustees are required to account shall appoint one or more successor Trustees. Any additional or successor Trustee shall, upon written acceptance, succeed to all powers and duties of Trustees.

B. Resignation. Any Trustee may resign at any time by giving written notice to the other Trustees then serving, or, if none, to the Council.

C. Administrative Powers. In addition to all common law and statutory authority, the Trustees shall have the following powers and discretions, which shall be applicable without license or instructions from any court, provided that no power or discretion shall be exercised by the Trustees if such exercise would in any way cause this trust to become subject to federal income taxation:

1. To administer, invest and reinvest in any property, including without limitation real and personal property, stocks, bonds and other securities, and interests in joint ventures, partnerships, limited partnerships, investment companies and common trust funds, in any state or jurisdiction, and whether of a kind or in a proportion ordinarily considered suitable for fiduciary investments in the absence of express authority; to retain any property transferred to the Trustees without liability for shrinkage or waste; and in general to act in all such matters according to their judgment;

2. To make secured or unsecured loans and, with respect to mortgages and other security held by the trust, to modify the terms thereof, to release partially, to foreclose and to purchase at foreclosure sales;

3. To sell at public or private sale and to exchange or partition all or any part of the property of the trust, for such consideration and upon such terms as the Trustees determine advisable, and to execute deeds and other instruments necessary or appropriate therefor, with or without covenants, representations or warranties, with no purchaser to be responsible for the application of the proceeds;

4. To determine, in accordance with reasonable accounting practices, what shall be charged or credited to income and what to principal;

5. To keep securities or other property in a custodian account at any bank, trust company, law firm or trust office, or in the name of some other person, partnership, or corporation with a power of attorney for their transfer attached, or in the name of a nominee without disclosing its fiduciary capacity;

6. To employ any attorneys, accountants, investment advisors, agents or other persons in the administration of the trust and to pay them reasonable compensation;

7. To exercise all rights that may be exercised by any security holder in an individual capacity and to appoint from time to time by an instrument in writing any one or more persons or corporations (including one of their own number) as agent to sign and endorse any instruments, including checks, drafts, proxies and stock and bond powers;

8. To borrow money for any of the purposes of the trust and to pledge any property of the trust as security therefor;

9. To accept and receive additions to the trust by gift or will or otherwise, upon any terms consistent with the purposes of this trust, but no property shall be added if the Trustees believe the addition will be inconsistent with the purposes of this trust, impractical to administer as a part thereof, or otherwise not in the best interests of the beneficiaries of this trust;

10. To refrain from instituting any suit or action unless indemnified for their reasonable costs and expenses;

11. To keep any or all of the trust property at any place within the United States or abroad;

12. To hold and administer the trust property in common with the property of any other trust created by the Council, in one or more consolidated funds in which each trust has an undivided interest;

13. To settle by compromise, arbitration or otherwise any and all claims and demands in favor of or against or in any way relating to any property, upon such terms as the Trustees deem advisable, such terms to be final and binding upon all parties; and

14. To obtain and maintain insurance in such amounts and against such risks as they deem advisable.

D. Limitations on Trustee Powers. All powers and discretions given to the Trustees are exercisable only in a fiduciary capacity, in accordance with reasonable discretion and subject to the provisions of Article Three. No trust property shall be bought, sold, exchanged or otherwise dealt with for less than adequate consideration.



E. Responsibility of Persons Dealing With the Trustees.

No person shall be required to inquire into the Trustees' administration of the Trust or to see to the application of any property paid to the Trustees or upon the Trustees' order. Any person dealing with the trust property may rely on a statement signed by the Trustees as to the Trustees' authority to act on behalf of the Trust.

F. References. The terms "Trustee" or "Trustees" shall mean the one or more Trustees, original or successor, who are for the time being in office.

G. Bonds, Compensation and Accounts.

1. No bond or surety thereon shall be required of any Trustee.

2. The Trustees (other than the Council or its lawful successors) shall be entitled to such compensation from the principal of this trust as may be agreed to by the Council; provided, however, that such compensation shall be reasonable and shall not exceed the amount to which the Trustees would otherwise be entitled under the laws of the Commonwealth of Massachusetts then in effect.

3. The Trustees shall account annually to the Council, or, if it is not then in existence, to its lawful successor in interest. Each such account shall consist of (a) a complete

financial statement of the transactions of the Trustees during the preceding calendar year, (b) a list of securities, cash holdings, and other investments of the trust, and (c) a general fiduciary report, appropriate to be rendered by trustees, including any comments, suggestions and/or recommendations which the trustee may deem appropriate. The written approval of an account by the treasurer of any organization to which the Trustees are required to account shall be final and binding upon all persons (whether or not in being or ascertained), without the necessity of the appointment of a guardian ad litem. The failure of any organization to which the Trustee is required to account to object to any account within 90 days after the mailing of a copy of the account to that organization shall be deemed the equivalent of written approval.

H. Documents. The original of each resignation or appointment of a Trustee, and each acceptance of appointment, shall be kept attached to the original trust instrument, which shall be held by the Trustees. Anyone may rely on a copy, certified by a notary public, of this trust instrument or of any writings attached hereto as fully as on the original instrument; and on anyone who appears from the original document or a certified copy thereof to be a Trustee.

ARTICLE SIX: GOVERNING LAW AND CONSTRUCTION

This Trust Agreement shall be governed, construed and administered in accordance with the provisions of the Internal Revenue Code, and in accordance with Massachusetts law. References to the Internal Revenue Code are to the Internal Revenue Code of 1986, as it may be amended. Any statutory or regulatory references shall be deemed to include any corresponding provisions of later statutes or regulations. The gender of pronouns and the singular or plural form of words shall be disregarded where appropriate.

Executed under seal in multiple original counterparts this  
12 day of December, 1997.

CAMBRIDGE COUNCIL, BOY SCOUTS  
OF AMERICA, INC.,  
DONOR AND TRUSTEE

By: James P. Kelly  
Name: \_\_\_\_\_  
Title: President

Commonwealth of Massachusetts  
County of Middlesex  
City of Cambridge

12 December, 1997

Then personally appeared before me the above-named Jamel P  
Kelley, who, did say that he is the President,  
of the Cambridge Council, Boy Scouts of America, Inc. and that  
the foregoing instrument was signed and sealed on behalf of said  
corporation by authority of its board of directors, and he  
acknowledged that the foregoing instrument is the free act and  
deed of said corporation.

Rennett J. Kimmon  
Notary Public  
My commission expires: 8/3/2001

Cambridge Trust Company hereby accepts the foregoing trust  
and agrees to be bound by its terms.

CAMBRIDGE TRUST COMPANY,  
TRUSTEE

By: Arthur H. Veasey  
Name: ARTHUR H. VEAHEY JR  
Title: SENIOR VICE PRESIDENT