

Men's Christian Association, the Salvation Army, and the Knights of Columbus, such Board to be designated by such name as the Minister may direct.

- (a) The Board of Trustees will establish a Trust Fund which shall, at the sole discretion of the Board, consist of funds on deposit with the Head Office or any Branch of any Canadian Chartered Bank, or securities of the Dominion of Canada, or securities guaranteed both as to principal and interest by the Dominion of Canada.
- (b) The Board of Trustees will receive and hold in trust:
- (1) All moneys received by it from the Organization or other Organizations by way of net profits arising from the operation of Projects or Services in excess of the amount of such profits distributed directly to or on behalf of units as hereinbefore provided.
  - (2) All moneys received by it from the Organization or other Organizations by way of residual funds unexpended after discontinuance of Welfare Projects and Services.
  - (3) All moneys received by it from any source for the benefit and welfare of the members and ex-members of the Forces and their dependents.
- (c) The Board of Trustees will pay out the money comprised in the said Trust Fund in such manner as may be determined for the use and benefit of the members and ex-members of the Forces and their dependents.

10. When the various Projects and Services operated by the Organization at the request of the Minister are discontinued, a final financial statement, duly audited by the Auditors of the Organization, shall, within reasonable time after the discontinuance of the said Projects and Services, be filed with the Minister by the Organization and the Organization shall thereupon pay over to the Board of Trustees the whole balance of funds remaining in the hands of the Organization by way of net profits arising from the operation of projects and services operated by the Organization in pursuance of this Agreement.

11. Notwithstanding anything to the contrary herein contained upon the termination of this Agreement by mutual agreement between the parties hereto, or sooner at the pleasure of the Minister or upon the resumption of possession by the Minister at any time in his discretion, of any accommodation on areas within his jurisdiction provided by him for the use of the Organization for the purposes of said Welfare Projects, the Organization will not claim damages or compensation in respect of any buildings erected by them upon such areas so provided by the Minister. It is agreed and understood that all buildings erected by the Organization and equipment installed by the Organization shall, at the termination of this Agreement, be disposed of to the best advantage as may be mutually agreed upon between the Minister and the Organization.

Notwithstanding the foregoing, it is understood and agreed that, at any time after the termination of this Agreement, the Minister or his representative may request the Organization to remove any buildings or equipment situated upon any area or areas within the jurisdiction of the Minister and the Organization shall, within sixty days of receiving such request, remove or cause to be removed the buildings or equipment so requested to be removed.

12. The Minister will ensure that the same care and protection is given the property of the Organization within areas under his jurisdiction as is accorded to Military property.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED  
by the Party of the First Part  
in the presence of,—

SIGNED, SEALED AND DELIVERED  
by the Party of the Second  
Part in the presence of,—