

and Mortgage Company and to pay the proper commissions attendant thereto, and to employ any other agents, accountants, attorneys and employees necessary to properly carry out their duties as trustees and to pay reasonable fees therefor.

(4) The name of this trust shall be "HAMPTON PLAZA TRUST" and so far as may be practicable the affairs of the trust shall be conducted and transacted in that name. Legal title to the real estate shall be vested in and held by the trustees. For the sake of convenience, the deed for the property into the trustees shall refer to this trust instrument as being of record and granting the fullest and broadest powers to said trustees, as follows;

In trust, however, to hold, manage and dispose of the property herein conveyed in accordance with the powers and duties as set forth in the aforesaid trust agreement including inter alia (without in any way restricting the powers and duties imposed upon the trustees in the trust agreement referred to) the power to sell at public or private sale, for cash or on such terms as the trustees may deem proper, resell or transfer all or any part thereof, in such manner and upon such terms as they may deem advisable, without any obligation upon the purchaser to see to the application of the proceeds of sale; to borrow money and to give a security mortgage covering the trust property, or any part thereof, to the lender as security for the repayment of the loan, and to execute a promissory note or notes for the amount of money borrowed, payable to the lender, without any obligation upon the lender to see to the use of the proceeds of such loan; to make and execute and deliver leases on all or any part of the property herein conveyed, and on such terms and conditions as they may deem advisable, regardless of whether or not such leases may extend beyond the probable or actual duration of the trust. All of the foregoing powers herein granted the trustees are also granted to their successors, and said trustees and their successors may exercise all such powers without the order of any court or judge and any purchaser of the trust property or lender to whom the property is conveyed as security for a loan to the trustees is hereby relieved of the necessity of further investigating the trustees' power to convey or sell said trust property.

This provision, to the fullest extent, shall be binding upon all persons having any beneficial interest under this trust insofar as any transactions had between the trustees with persons or entities not a party interested hereunder. However, as between the grantors and the trustees, it is understood and agreed that:

(a) Trustees will not sell any portion of the real property without first obtaining the written consent of the owners of at least 55% of the beneficial interest of the trust; and

(b) Unless legally obligated by written lease indenture, trustees will undertake no major repair or remodeling, or restoration of the buildings on the property without first obtaining the written consent of the owners of at least 55% of the beneficial interest of the trust. A major repair or remodeling is one that exceeds \$2,500.00 in cost.

(5) Trustees will at all times maintain in force and effect a standard policy of fire and extended coverage on the buildings in an amount not less than 80% of the