

TO HAVE AND TO HOLD the same and any other Trust Property which may be conveyed to the Trustees or which the Trustees may hereafter at any time acquire, in trust nevertheless, for the following uses and purposes and subject to the terms and conditions hereinafter set forth:

(1) The Trustees shall hold title to said Trust Property and shall convey such title or such interests therein to such person or persons as may be authorized and directed by the written consent of the owners of at least fifty-seven and 16/100 percent (57.16%) of the beneficial interests of the trust; and the Trustees shall pay over to the Cestui Que Trust, upon demand, any proceeds from the sale of said real estate and any income, rents or profits held by the Trustees.

(2) In order to carry out this trust and in connection with their duties hereunder, the Trustees are hereby authorized and empowered:

(a) To purchase or otherwise acquire and to retain title to and interest in such real estate as may be directed by the owners of at least fifty-seven and 16/100 percent (57.16%) of the beneficial interest in the Trust Property;

(b) To sell, convey, exchange, lease, mortgage or otherwise dispose of, or grant options with respect to any or all real estate forming a part of the Trust Property, in such manner, at such time or times, for such purposes, for such prices and upon such terms, credits and conditions as may be directed by the owners of at least fifty-seven and 16/100 percent (57.16%) of the beneficial interest in the Trust Property; provided, that in the event any of the Trust Property is to be sold to any one or more of the Cestui Que Trust, or any trust, partnership, corporation or other entity in which the said purchaser has a beneficial interest, the Trustee shall first obtain the written consent of all of the remaining Cestui Que Trust to such sale, and the terms thereof;

(c) To borrow money for any purpose connected with the purchase, protection, preservation or improvement of the Trust Property, and as security to mortgage any real estate forming a part of the Trust Property, upon such terms and conditions as may be directed by the owners of at least fifty-seven and 16/100 percent (57.16%) of the beneficial interest in the Trust Property;

(d) To execute and deliver any and all instruments in writing which may be necessary, proper and desirable to carry out any of the foregoing powers; and no party to any such instrument in writing signed by the Trustees shall be obliged to inquire into its validity, or be bound to see to the application by the Trustees of any money or other property paid or delivered to them by such party pursuant to the terms and conditions of any such agreement.

(e) No person dealing with the Trustees shall be required to see to the application of trust funds nor shall such persons be required to determine whether or not any action taken by the Trustees has been approved or authorized by the owners of the beneficial interests.