

(6) selling or other disposition of the Real Estate on behalf of the Trust.

ARTICLE III

Powers of the trustee

A. The trustee shall have only those powers that are necessary to carry out its duties under this Agreement.

B. The Bank may grant further specific powers, limited in scope and duration, to the trustee from time to time in order for the trustee to carry out the terms of this Agreement.

ARTICLE IV

Receipts and Disbursements

A. The trustee shall be responsible only for such property as is delivered to the trustee by the Bank and for receiving income therefrom.

B. The trustee shall, within three (3) business days after it receives any income from the Real Estate, remit the same to the Bank, in the manner directed by the Bank.

ARTICLE V

Compensation

The trustee's compensation, if any, shall be such as may be agreed upon from time to time in a separate written agreement between the Bank and the trustee.

ARTICLE VI

Fiduciary Responsibility

A. The trustee shall not be liable for any losses incurred in the management of the Real Estate and other assets of the Sub-Trust (the "Sub-Trust Fund") except to the extent that such losses shall have been caused by his bad faith, negligence or breach of trust.

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