

8. APPOINTMENT AND MEETINGS OF TRUSTEE. (a) There shall be one (1) Trustee, who shall serve for the entire term of the Trust, unless his tenure is terminated by death, resignation, or incapacity to serve. The death, resignation, or incapacity of the Trustee shall terminate the Trust.

9. POWERS OF TRUSTEE. The Trustee shall have absolute and exclusive power and authority to manage the Trust Property and to conduct the Trust business, exercisable without the consent of the Beneficiaries, to the same extent as if such Trustee was the owner of such property and business, and limited only as specifically set forth in this Declaration of Trust. The Trustee's powers shall include, but shall not be limited to or by, the following:

(a) to undertake or engage in any type of commercial, industrial, or other business or venture;

(b) to purchase or otherwise acquire real or personal property, and to sell, exchange, mortgage, grant a security interest in, pledge, or in any manner deal with the Trust Property or any part thereof or any interest therein, upon such terms and for such consideration as he deems proper;

(c) to incur indebtedness; borrow or lend money with or without security; execute, accept, discount, negotiate, and deal in commercial paper and evidences of indebtedness; and execute any written instruments;

(d) to prosecute and defend all actions affecting the Trust, and to compromise or settle any suits, claims, or demands, or waive or release any rights relating to the Trust;

(e) to employ officers, agents, attorneys, and employees; and

(f) to adopt and enforce such bylaws, not inconsistent with this Declaration of Trust, as he may from time to time deem proper;

(g) to have all powers generally granted to fiduciaries by statute.

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