

behalf of the Trustees, and to make executive decisions which conform to general policies and general principles previously established by the Trustees.

4.2. *Term.* The Trustees shall not enter into any contract with the Adviser unless such contract has an initial term of no more than two (2) years and provides for annual renewal or extension thereafter, and for termination thereof by the Trustees for any reason at any time upon 60 days' written notice by the Trustees, either by vote or written consent of a majority of the Trustees or by vote or written consent of a majority of the Trustees who are not Affiliated Trustees, and requires for renewal or extension thereof the affirmative vote or written consent of a majority of the Trustees or a majority of the Trustees who are not Affiliated Trustees.

4.3. *Other Activities of Adviser.* The Adviser shall not be required to administer the Trust as its sole and exclusive function and may have other business interests and may engage in other activities similar or in addition to those relating to the Trust, including the rendering of advice or services of any kind to other investors or any other Persons and the management of other investments. The Trustees may request the Adviser to engage in certain other activities which complement the Trust's investments, including the placement or brokerage of long-term Mortgage Loans or secondary mortgage financing, and to provide services requested by the mortgagors or prospective mortgagors to the Trust.

The Adviser shall be required to use its best efforts to present a continuing and suitable investment program to the Trust which is consistent with the investment policies and objectives of the Trust, but neither the Adviser nor (subject to any applicable provisions of Section 7.5) any director, trustee, officer, partner or employee of the Adviser or any person who controls, is controlled by or is under common control with the Adviser shall be obligated to present any particular investment opportunity to the Trust even if such opportunity is of a character which, if presented to the Trust, could be taken by the Trust, and, subject to the foregoing, each of them shall be protected in taking for its own account or recommending to others any such particular investment opportunity.