

Without limitations to the general powers conferred upon said Trustee by the foregoing, and without prejudice thereto, it is hereby expressly declared that said Trustee shall have the following powers, that is to say: (a) to purchase any real estate in fee or lesser estate therein upon these same trusts, whether in the Commonwealth of Massachusetts or outside thereof, at such time or times and on such terms as to him may seem advisable, to assume existing mortgages upon said property and to mortgage or otherwise incumber the same upon any terms which to him may seem advisable or desirable. (b) to sell at public auction or private sale, to barter, to exchange, or to dispose of otherwise, without leave or license of any Court, any part of the

AVC TAC

Bk 9774 Pg 37

whole of the Trust property which may, from time to time, form part of the Trust estate and discharged from all trusts at such time or times, subject to such restrictions and agreements, for such price or consideration, for cash or credit, and generally upon such terms and conditions as to him may seem judicious, to secure payments upon any loan or loans or credit of said Trust by mortgage with or without power of sale, and to include therein such provisions, terms and conditions as to him may seem desirable. (c) to repair, alter, improve, convert, tear down, add or erect any building or buildings upon any land belonging to said Trust estate; to fill, grade, drain, improve and otherwise develop any land belonging to said Trust estate; to carry on, operate and otherwise manage any building, apartment house or hotel belonging to said Trust estate; to insure buildings on the real estate held hereunder and/or the rents and rental value thereof against loss or damage by fire or other casualty, and to apply the money received under any insurance policies on said buildings in such manner as said Trustee may deem wise, replacing or repairing the buildings or premises insured or otherwise; and to insure against injury to person or property of third parties as said Trustee may deem proper. (d) to rent or to lease the whole or any part of the Trust estate for long or short terms or for a term longer than the possible duration of this Trust. (e) to make, execute, acknowledge and deliver all deeds, confirmatory deeds, releases, mortgages, leases, contracts, agreements, instruments and other obligations of whatsoever nature they may be relating to the Trust property hereunder, and generally to have full power in the premises to do all things and to perform all acts necessary to make such instruments proper and legal. (f) to collect all notes, obligations, dividends, and all other payments of whatsoever nature that may be due and payable to said Trust, to deposit the proceeds thereof, as well as any other moneys from whatsoever source that it may be derived, in any suitable bank, banks, or other depository, and to draw the same from time to time for the purposes herein provided; with full power, should said Trustee so desire, to designate a person of his choice to act as Treasurer of the Trust who shall have authority to sign checks, but no other papers, drawn against any bank account or accounts of the Trust and who shall serve as such at the pleasure of said Trust. Such Treasurer need not be a beneficiary of the Trust and may be bonded or not at the discretion of the Trustee. In any event, no bank or banks or depositories shall be bound to see to the application of any funds withdrawn, assigned or disbursed hereunder either by the Trustee or the Treasurer. (g) to pay all lawful taxes and assessments and the necessary expenses for administration of the Trust, to employ any officers, brokers, engineers, architects, carpenters, contractors, agents, counsel and such other persons which as to him may seem expedient, to designate their duties and fix their compensation; to fix reasonable compensation for their own services to the Trust. (h) to represent the Trust in all suits and legal proceedings relating to the property of the Trust in any Court of law or equity, or before any bodies or tribunals; to commence and prosecute suits or actions, and to submit the same to arbitration when, in his judgement, the same may be advisable or desirable. (i) to perform all agreements, contracts, or covenants made incumbent upon them by the deeds of any property which they may acquire pursuant to the provisions of this Trust.

No purchaser, lender, mortgagee, pledgee or assignee from said Trustee or his successors in office, shall be bound to make any inquiry concerning the validity of any act, sale, pledge, mortgage, loan or purchase made by or purporting to be made by the Trustee for the time being hereunder; nor shall any purchaser, lender, mortgagee, pledgee, grantee or assignee be liable to see to the application of the money, property or other consideration paid to the Trustee.