

indemnify such Person or Persons against any such claim or liability.

(t) To cause legal title to any of the Trust Estate to be held by and/or in the name of the Trustees, or except as prohibited by law by and/or in the name of the Trust or one or more of the Trustees or any other Person, on such terms, in such manner, with such powers in such Person as the Trustees may determine, and with or without disclosure that the Trust or Trustees are interested therein.

(u) To adopt a fiscal year for the Trust, and from time to time to change such fiscal year.

(v) To adopt and use a seal (but the use of a seal shall not be required for the execution of instruments or obligations of the Trust).

(w) If the Trust shall be a so-called "FHA Approved Mortgage", to sell or otherwise dispose of any FHA Loan or an interest therein which the Trust owns in accordance with the provisions of the National Housing Act of 1934, as amended, and regulations promulgated thereunder; to execute on behalf of the Trust, in connection with any project on which FHA has insured the indebtedness, any and all deeds of trust or mortgages, and other agreements, documents and forms which may be required by FHA in connection with the approval by FHA of the transfer of physical assets from any entity to the Trustees or the insurance by FHA of any indebtedness on any project as to which the Trustees are or shall become owners pursuant to this Declaration of Trust, and the provisions of any such agreement shall be binding upon the Trust notwithstanding any conflict with or limitation of this Declaration of Trust.

(x) To the extent permitted by law to indemnify or enter into agreements with respect to indemnification with any Person with whom the Trust has dealings, including without limitation any investment adviser or independent contractor, to such extent as the Trustees shall determine.

(y) To do all other such acts and things as are incident to the foregoing, and to exercise all powers which are necessary or useful