

of interest, shares or participations in temporary or interim certificates for, guarantees of or any right to subscribe to, purchase or acquire any of the foregoing.

"Securities of the Trust" shall mean any Securities issued by the Trust.

"Shareholders" shall mean as of any particular time all holders of record of outstanding Shares at such time.

"Shares" shall mean the shares of beneficial interest of the Trust as described in Section 6.1.

"Short-Term" in relation to loans shall mean loans other than Long-Term or Intermediate-Term loans.

"Stand-by Commitment" shall mean an undertaking executed at the time of making of a Construction Loan or Development Loan, under which a permanent lender agrees, upon the completion of such construction or development and/or the fulfillment of other conditions, to purchase such Construction Loans or Development Loans.

"Total Assets of the Trust" shall mean the aggregate value of all of the assets included in the Trust Property as such value appears on the most recent balance sheet of the Trust, prepared in accordance with sound accounting practice, without deduction for mortgage loans or other security interest to which such assets are subject or subordinate and before provision for depreciation, depletion and amortization but after provision for bad debt loss and similar reserves.

"Trust Property" shall mean as of any particular time any and all property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the Trust or Trustees and all rents, income, profits and gains therefrom and which at such time is owned or held by, or for the account of, the Trust or the Trustees.

"Warehousing Loans" shall mean loans which are secured by a pledge of Mortgage Loans owned by the borrower.

"Wrap-Around Loan" shall mean a Junior Mortgage Loan made pursuant to an agreement obligating the borrower to pay the Trust a principal amount equal to that of any senior Mortgage Loan plus that of such Junior Mortgage Loan with interest on the combined principal and obligating the Trust to pay, as received from the borrower, the principal and interest due on any such senior Mortgage Loan.

## ARTICLE II

### POWERS OF TRUSTEES

2.1 *General.* The Trustees shall have, without other or further authorization, full, exclusive and absolute power, control and authority over the Trust Property and over the business of the Trust to the same extent as if the Trustees were the sole and absolute owners of the Trust Property and business in their own right, but with such powers of delegation as may be permitted by this Declaration of Trust. The Trustees may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for conducting the business and affairs of the Trust or promoting the interests of the Trust and the Shareholders. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid power or authority or any specific power or authority. The Trustees shall have the power to enter into commitments to make any investment, purchase or acquisition, or to exercise any power authorized by this Declaration of Trust. Such powers of the Trustees may be exercised without order of or resort to any court.