

(l) All commissions (except immaterial amounts) from sales of real estate by the Mortgage Company have been paid by the Mortgage Company.

(m) The consummation of the merger contemplated by this Agreement will not result in a breach of any provision of, or constitute a default under, any agreement, joint venture or partnership agreement, or other instrument to which the Mortgage Company or any of its subsidiaries is a party or by which it is bound.

(n) The Mortgage Company will give the Holding Company and its representatives, including its independent accountants, full access during normal business hours to all of its property, documents, contracts, examination reports, books and records and furnish such information with respect to its business and affairs as the Holding Company from time to time may reasonably request; provided, however, that all such information will be kept confidential by the Holding Company.

(o) There has been no material change in the status of the Mortgage Company's mortgage servicing arrangements with its investors since January, 1973, and the consummation of the merger contemplated by this Agreement will not result in the termination or breach of any provision of any such arrangement; and the mortgage servicing agreement with Metropolitan Life Insurance Company provides that if it is terminated by that company it will pay as a penalty or premium an amount equivalent to two years' mortgage servicing income.

(p) None of the notes held by the Mortgage Company or any of its subsidiaries or any affiliated joint venture or partnership is in default either under the terms of the note or the terms of any deed of trust or any other instrument providing security for the payment of same as of the effective date of the merger.

(q) There has been no adverse change in the status of title to any real property which is owned by the Mortgage Company or any of its subsidiaries or any affiliated joint venture or partnership or which is security for the payment of any note held by the Mortgage