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such terms or employment as the Provident may in its discretion decide, such employee, however, to be the employees of the Owner, and not of the Provident.

6. To arrange and pay for such repairs, decoration or redecorations, furniture and equipment, alterations, additions and improvements as in the discretion of the Provident are necessary or advisable, whether they constitute capital improvement or otherwise.

7. To contract or arrange for the supply of heat, gas, electricity, water, telephone, equipment or any other utility which may be necessary in the discretion of the Provident for the operation or management of the mortgaged premises.

8. To contract for and purchase all supplies or materials of whatever nature which, in the discretion of the Provident, may be necessary for the operation of the mortgaged premises.

9. To carry on the operation and management of the mortgaged premises either by an officer or employee of the Provident, or to carry on such operation and management by a Managing Agent who shall be selected by the Provident. In the latter event, the Provident is authorized to delegate to such Managing Agent, all or any rights and powers granted to the Provident under this Agreement. If the Provident shall commit the management and operation of the said mortgaged premises to a Managing Agent, the Provident shall have the right to allow to such Managing Agent a reasonable compensation or commission for his services, and compensation or commission may be paid out of the gross income of the property. The Provident shall also have the right, in its discretion to arrange for a surety bond or bonds to guarantee the performance by the Managing Agent of any or all of his duties and obligations. Such bond or bonds, may be in such amounts and in such forms and in such companies as the Provident may decide, and the premium or premiums may be paid out of the gross income from the property.

10. To take all lawful steps, or to adopt any lawful procedure, in the name of the Owner, or in its own name as may be advisable to execute or to facilitate the execution of any of the powers and authorizations, general or special, granted to the Provident by this agreement. The Provident may further execute any writing which may be necessary to execute or to facilitate the execution of any of the powers and authorizations granted to it by this agreement in its own name or in the name of the Owner, as may be advisable; and the Owner hereby nominates and appoints the Provident his Attorney in Fact for such purposes,

11. To pay, out of the gross income from the mortgaged premises, all bills or charges which may be incurred under the provisions of paragraphs 1 to 10, inclusive, of this agreement, and any other bills or charges which may properly be incurred in pursuance of the general or special powers granted to the Provident by the terms of this agreement.

And for the consideration aforesaid, the owner further covenants and agrees with the Provident, that the owner will not in any way obstruct or interfere with the execution of any of the powers granted to the Provident by this agreement; on the contrary, the owner will in good faith facilitate in any reasonable way the execution by the Provident of the powers granted to it by this agreement.

It is further mutually covenanted and agreed by and between the Owner and the Provident, as follows:

1. The Provident shall in no way be obligated to advance or pay out any moneys on account of the mortgaged premises or the operation or maintenance thereof which it does not actually receive from the gross income of the mortgaged premises.

2. The Provident shall in no way be obligated to pay any debts of the owner incurred by him in the operation or maintenance of the mortgaged premises prior to the effective date of this agreement; but the Provident may, in its discretion, pay such bills or charges if it so elects, always provided that such bills or charges shall have been incurred entirely by reason of the operation or maintenance of the mortgaged premises.

3. The Provident may, in its discretion, accumulate a reserve fund out of the income from the mortgaged premises, after paying such bills, charges and expenses as it is authorized to pay under the terms and provisions of this agreement, which reserve fund, however, shall be accumulated by the Provident for the purpose of paying taxes or other charges against the mortgaged premises (including amounts of interest and/or principal due the Provident) which may accrue and become due and payable within a reasonable future period. The Owner shall not be entitled to interest upon any reserve fund so accumulated by the Provident.

4. The Provident shall receive no compensation to itself for its supervision and/or management and operation of the mortgaged premises (except that it shall be entitled to pay a reasonable compensation to a Managing Agent, as hereinbefore provided) and the Provident shall not be liable to the Owner in any respect because of its undertaking of and operation under the powers granted to it by this agreement; except that the Provident shall always remain liable to make proper account to the Owner at his request and at reasonable intervals for amounts collected and expended by the Provident; such intervals, however, in no event to be less than one month.

5. The Provident shall, after the payment of all proper bills, charges and expenses, credit the net amount of income from the mortgaged premises (over and above such reserve fund as the