

conditions of this Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

(23) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument which may sufficiently be evidenced by one counterpart.

(24) The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. "Person" includes a natural person, partnership, corporation, association, trust or estate and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

(25) The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(26) In the event that any portion of the Project shall be taken in condemnation or be subject to condemnation proceedings at any time during the operation of this Agreement, then the proceeds received from such condemnation or right of eminent domain proceeding shall be applied and treated as if it were from the sale of the Project.

(27) Each party for itself, its successors and assigns, represents and warrants that it has the full capacity and authority to enter into, execute, deliver and perform this Agreement, and that such execution, delivery