

would constitute compliance with provisions of this Mortgage shall be deemed compliance by the Company with such provisions hereof. Performance by Lessee of any of the Company's obligations hereunder, whether or not pursuant to the Leases, shall be equivalent to the Company's performance thereof.

ARTICLE XVIII

18. Right of Mortgagee to Perform Covenants, etc.

If the Company shall fail to make any payment or perform any act required to be made or performed hereunder and such failure shall not be cured within the applicable grace period, if any, the Mortgagee without notice to or demand upon the Company or Lessee and without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of the Company and may enter upon the Properties or any of them for such purpose and take all such action thereon as, in the Mortgagee's opinion, may be necessary or appropriate therefor. No such entry shall be deemed an eviction of Lessee. All sums so paid by the Mortgagee, and all costs and expenses (including, without limitation, attorneys' fees and expenses) so incurred, together with interest thereon at the rate of 9-1/4% per annum from the date of payment or incurring, shall constitute additional indebtedness secured by this Mortgage and shall be paid by the Company to the Mortgagee on demand.

ARTICLE XIX

19. Certificate as to No Default, etc.; Information.

At any time and from time to time, the Company will deliver to the Mortgagee, promptly upon request, an Officer's Certificate, stating that to the best of the signer's knowledge after making due inquiry, there is no default hereunder or under the Individual Mortgages, or if any such default exists to his knowledge, specifying the nature and period of existence thereof and what action the Company is taking or proposes to take with respect thereto. The Company will also furnish, and will cause Lessee to furnish, promptly to the Mortgagee, such information with respect to the Properties or any of them, and the Leases as Mortgagee may from time to time request.