

18. Certificate as to No Default, etc.: Information.

The Company will deliver to the Mortgagee or any Beneficiary, promptly upon request, an Officers' Certificate, stating that no condition or event exists which constitutes, or which (after notice or lapse of time or both) would constitute, an Event of Default, or if any such condition or event exists, 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 forthwith furnish and cause the Lessee to furnish to the Mortgagee or any Beneficiary all such information with respect to the Mortgaged Property or any part thereof as from time to time may reasonably be requested.

19. Right to Perform Covenants, etc. If the Company shall fail to make any payment or perform any act required to be made or performed hereunder, the Mortgagee or any Beneficiary, without notice to or demand upon the Company and without waiving or releasing any obligation or default hereunder, 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 any Property for such purpose and take all such action thereon as, in its opinion, may be necessary or appropriate therefor. All payments so made by the Mortgagee or any Beneficiary and all costs and expenses (including, without limitation, attorneys' fees and expenses) incurred in connection therewith or in connection with the performance by the Mortgagee or such Beneficiary of any such act, together with interest thereon at the rate of 11 3/8% per annum from the date of payment or incurring, shall constitute additional indebtedness secured by

25

this Mortgage and shall be paid by the Company to the Mortgagee or such Beneficiary on demand.

20. No Credit for Payment of Taxes. The Company shall not be entitled to any credit against the principal, premium, if any, or interest payable on the Notes, or any other sums which may become payable under the terms thereof or hereof, by reason of the payment of any tax on the Properties or any part thereof.

21. Events of Default; Declaration of Notes due. If one or more of the following events ("Events of Default") shall occur:

- (a) if the Company shall fail to pay any principal of or premium, if any, or interest on any Note within 5 days after the same becomes due and payable (whether at maturity or on a date fixed for any installment payment or any prepayment or otherwise); or