

Sections 2.01 through 2.14 hereof have been satisfied and performed.

Federated and the Developer shall, on or before thirty (30) days after receipt of notice from the Developer or Federated, as the case may be, execute and deliver to the Developer or Federated, as the case may be, a certificate which states that (i) to its knowledge, all of the agreements and obligations of the Developer or Federated, as the case may be, under the provisions of the General Expense Agreement between the Developer and Federated have been performed, or, if not performed, waived; or have not been performed or waived and specifying in detail, the agreements and obligations thereunder which have not been performed and (ii) the General Expense Agreement between the Developer and Federated has not been amended or, if amended, the nature of such amendments.

Section 10.12. Term of this Agreement. Unless terminated pursuant to the terms hereof, this Agreement shall continue and the obligations hereunder shall remain binding and the easements in the Common Facilities shall remain effective from the date hereof until the Opening Date and thereafter for a period of fifty-five (55) years; provided, however, that, notwithstanding the foregoing, in the event the Operating Agreement is terminated or pursuant to the terms of the Operating Agreement, this Agreement is terminated and the Federated Site or the Developer Site is excluded from the operation and effect of the Operating Agreement, this Agreement shall terminate as of such date and, except as otherwise provided herein, Federated and the Developer shall be released and discharged from any and all obligations and liabilities thereafter accruing hereunder.

Section 10.13. Gender. The use herein of (i) the singular number shall be deemed to mean the plural, (ii) the masculine gender shall be deemed to mean the feminine or