

condition as its operating conditions will permit, or shall fail to keep the Project in good repair and good operating condition, the Mortgagee, after written notice to the Lessee of its intent to take such action, shall, if satisfactorily indemnified and requested to do so by the holders of a majority in aggregate principal amount of the Note at the time outstanding, endeavor to take out the required policies of insurance and pay the premiums on the same or make the required repairs, renewals, and replacements; and all amounts so advanced by the Mortgagee shall become an additional obligation of the Lessee to the Mortgagee, which amounts, together with interest thereon at the Penalty Rate, from the date hereof, the Lessee agrees to pay on demand; provided that the Mortgagee shall not be liable if it is unable, despite its reasonable efforts to do so, to take out such insurance or make such repairs, renewals, and replacements.