

(b) Grantor files a petition to be adjudicated a bankrupt or for reorganization or arrangement under the bankruptcy laws of the United States, or Grantor is adjudicated a bankrupt.

(c) A petition to adjudicate Grantor a bankrupt is filed against Grantor and the same is not dismissed within 90 days after such filing.

(d) Grantor makes or suffers to be made an assignment for the benefit of its creditors.

(e) By judicial proceeding, a trustee or receiver is appointed to take possession of substantially all of the assets of Grantor or the interest of Grantor under this Deed and such proceeding is not dismissed and the receiver or trustee discharged and possession restored to Grantor within 45 days after such appointment.

(f) Substantially all of the assets of Grantor or the interest of Grantor under this Deed are attached, executed upon or otherwise seized by judicial order and such attachment, execution or seizure is not discharged within 45 days after the day the same is effected.

(g) In any legal proceeding Grantor is adjudicated to be or stipulates to being insolvent or unable to pay its debts as they become due.

(h) Grantor fails to perform any of its material obligations under the Purchase Agreement or the Purchase Money Note delivered pursuant thereto, and such failure is not cured within the time provided for therein.

The termination of the Term shall not limit or diminish the obligations of Grantor (i) under this Deed to pay all expenses payable as hereinafter provided, regardless of whether such payments are then due and owing or have been incurred or accrued but are not yet otherwise payable, or (ii) to make all payments due under the Purchase Agreement. Upon the effective date of such termination, Grantor shall remit to Owner all sums owing, accrued or incurred pursuant to the sentence immediately next preceding. The termination of this Agreement (whether by expiration of time or otherwise) shall not prejudice the rights of either party against the other for any default or breach of this Agreement occurring prior to such termination.

5. Obligations During the Term. During the Term:

(a) Grantor will comply with all obligations of the lessor under the Leases, including but not limited to installation of any fixtures or other items required to be installed thereunder by the lessor. Grantor shall not, without the prior written consent of Grantee and, to the extent required, the holders of the "Existing Encumbrance" and the "Subordinate Loan", if any, as said terms are defined in the Purchase Agreement, (i) cancel, terminate or accept a surrender of any of the Leases or alter or modify or consent to the release of any party liable under same, or (ii) consent to any assignment or subletting of any tenant's interest in any of the Leases which shall serve or relieve such tenant of liability for the payment of rent and/or the performance of any term or condition thereof.