

(b) if (i) the Lease shall be terminated before the expiration of the term thereof for any reason other than the termination by the Lessee of the Lease after the valid rejection of the Lessee's offer to purchase the Property pursuant to the Lease or after the purchase by the Lessee (pursuant to the provisions thereof and at a price not less than the applicable price determined as provided therein) of the Property, or (ii) the Lease shall be in any way amended or modified (except as expressly provided for therein) or shall be hypothecated or mortgaged, without the prior written consent of the Mortgagee;

(c) if default shall be made in the due observance or performance of any covenant or agreement of the Mortgagor contained in paragraphs 3, 8, 9(a), 9(b), 10 or 13;

(d) if default shall be made in the due observance or performance of any other covenant or agreement of the Mortgagor contained in the Agreement or in the Notes or herein contained and such default shall have continued for a period of 30 days after notice specifying such default and demanding that the same be remedied shall have been given to the Mortgagor by the Mortgagee;

(e) if by the order of a court of competent jurisdiction a receiver or liquidator of the Property or of the Mortgagor or any then owner of the Property shall be appointed and shall not be discharged or dismissed within 60 days after such appointment, or if by decree of such a court the Mortgagor or any such owner shall be adjudicated a bankrupt or be declared insolvent;

(f) if the Mortgagor or any then owner of the Property shall be dissolved, or if the Mortgagor or any such owner shall file a voluntary petition in bankruptcy, or shall make an assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver of the Property, or if a petition or an answer proposing the reorganization of the Mortgagor or any such owner pursuant to the Federal Bankruptcy Act or any similar law, federal or state, shall be filed in, and approved by, any court;

(g) if any of the creditors of the Mortgagor or any then owner of the Property shall file a petition to reorganize the Mortgagor or any such owner pursuant to the Federal Bankruptcy Act or any similar law, federal or state, and if such petition shall not be discharged or denied within 60 days after the date on which such petition was filed; or

(h) if final judgment for the payment of money or specific performance shall be rendered against the Mortgagor or any then owner of the Property and the Mortgagor or any such owner shall not discharge the same or cause it to be