

Mortgagor shall by any act or failure to act indicate its consent to, approval of or acquiescence in, any such proceeding or in the appointment of any receiver, liquidator or trustee of or for it or any substantial part of its property or assets, or shall suffer any such appointment to continue undischarged or unstayed for a period of 90 days or more; or Mortgagor shall take any action for the purpose of effecting any of the foregoing; or

(5) if Mortgagor shall assign the rents or the income of the Mortgaged Premises, or any part thereof (other than to Mortgagee) without first obtaining the written consent of Mortgagee; or

(6) if Mortgagor shall separate, or attempt to separate, the ownership of its interest in the Leasehold Estate from the ownership of the Buildings; or

(7) if Mortgagor fails to provide a new tenant or operator of the Mortgaged Premises reasonably acceptable to Mortgagee within 60 days after the termination of the Lease; or

(8) if Mortgagor shall fail to notify Mortgagee in writing immediately after damage or loss to the Mortgaged Premises by reason of fire or other casualty, and prior to the making of any repairs thereto, or shall refuse to permit Mortgagee to inspect such damage or loss prior to the making of any repairs thereto; or

(9) if Mortgagor shall fail to submit to Mortgagee a duplicate set of plans and specifications for approval before any material improvements, repairs or alterations are begun affecting the Mortgaged Premises; or

(10) if Mortgagor shall fail to pay any tax, insurance premium, water rate, sewer rent, assessment or any other charge or payment imposed by any governmental or public authority within 30 days from the date the same, or any of them, become due and payable; provided, however, that there shall be no Event of Default pursuant to this paragraph 10 if any such tax or other charge is being contested in good faith; or

(11) if Mortgagor shall fail to exhibit to Mortgagee, within 30 days after demand made therefor, receipted bills showing the payment of all taxes, assessments (including those payable in periodic installments), water rates, sewer rents, and the rent and other charges and/or any other charge or imposition (excluding any such taxes, assessments, rents or other charges or impositions which are being contested in good faith) which may have become a lien upon the Mortgaged Premises or the Project Personal Property prior to the lien of this Mortgage or the Assignment and Security Agreement. The demand mentioned herein shall not be made until after the expiration of the respective grace periods mentioned in the preceding paragraph, and the 30-day period herein mentioned shall not be deemed to be an extension of such grace period; or