

Trust then 6) Guaranty of Holdback Amounts of even date herewith by Monumental Properties Trust, Lender will release the said Guarantors from their respective obligations under such guaranties by execution of a general release as to any and all obligations of whatever nature by each Guarantor with specific reference to each guaranty listed in this paragraph.

(vi) If the Mortgagor, or any guarantor of any indebtedness secured hereby while the terms of said guaranty remains in effect, shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future federal, state, or other statute, law, or regulation relating to bankruptcy, insolvency, or other relief for debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of mortgagor or such guarantor or of all or any part of the Premises, or of any or all of the royalties, revenues, rents, issues, or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(vii) If a court of competent jurisdiction shall enter an order, judgment, or decree approving a petition filed against Mortgagor or such guarantor seeking any reorganization, dissolution, or similar relief under any present or future federal, state, or other statute, law, or regulation relating to bankruptcy, insolvency, or other relief for debtors, and such order, judgment, or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver, or liquidator of

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