

them to supply any and all materials and information). Neither the Company nor the Beneficiary shall have any duty to make any such inspection or shall incur any liability or obligation for not making any such inspection.

21. No Credit for Payment of Taxes or Impositions. The Partnership shall not be entitled to any credit against the principal, premium, if any, or interest payable on the Partnership Note or any other sums which may become payable under the terms thereof or hereof by reason of the payment by it or by any other Person of any tax on the Property or any part thereof or by reason of the payment of any other Imposition.

22. Events of Default. It shall be an Event of Default under this Deed of Trust if one or more of the following events ("Events of Default") shall occur:

(a) if the Partnership shall default in the payment of any Instalment Payment on the Partnership Note and the default shall continue for more than 10 days after written notice to the Partnership of the default;
*any instalment of interest or principal or of

(b) if the Partnership shall default in the due and punctual performance of or compliance with any term contained in this Deed of Trust or in the Partnership Note (other than a default covered by subparagraph (a) above) and such default shall continue for a period of 35 days after written notice to the Partnership of the default;

(c) if the Partnership shall default in the due and punctual performance of or compliance with any term contained in the Net Lease or the Assignment, and such default shall continue for more than 35 days after written notice thereof shall have been given to the Partnership (regardless of the source of such notice); however,

if with reasonable diligence the default (excluding events occurring under subsections (g) and (h) of this Section 22) occurring under this subsection (c) or under subsection (b) above cannot reasonably be cured within such 35 day period and the Partnership is proceeding with diligence and continuing to cure the default, then the Partnership shall have such additional time (but without any further notice) as is required to cure the default before an Event of Default shall result;

(d) if an "Event of Default" as defined in the Net Lease shall have occurred and be continuing;

(e) if any execution or attachment shall be issued whereby the Property or any part thereof shall be taken or at-