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its obligations under the preceding sentence, the Lessee will take, or cause to be taken, any action permitted to be taken by the tenant under any of the Ground Leases with respect to enforcement of the Ground Leases against the landlords thereunder, upon the written request of the Mortgagee or Lessor. Except for expiration by passage of time pursuant to their terms, Lessee will not agree to or permit any cancellation, termination, or surrender of any Ground Lease or any rights thereunder, or any amendment or modification of any of the Ground Leases which would adversely affect the interests of Lessor, Mortgagee or the Noteholders, without the prior written consent of Lessor and Mortgagee. Lessee will deliver to Lessor and Mortgagee, promptly upon receipt, a complete copy of any notice, demand, declaration or other writing received by Lessee from the landlord under any Ground Lease in any way relating to or affecting any Ground Lease or the leasehold estate thereunder or relating to any alleged or potential or actual default or breach of condition thereunder. Lessee will exercise renewal options so as to maintain the Ground Leases in full force and effect for the full term of this Lease.

14.2. *Partial Termination in Event of Ground Lease Termination.* Without limiting the obligations of Lessee under Section 14.1, in the event that during the term of this Lease a Ground Lease shall terminate for any reason, this Lease shall forthwith terminate as to the part of any Property which is the subject of such Ground Lease, and upon notice from the Lessor or Mortgagee to Lessee this Lease shall terminate with respect to the entire Property as to any part of which such Ground Lease is applicable and Lessee shall make the payment hereinafter specified, or if an entire Property is the subject of such Ground Lease, such notice shall constitute a demand for payment as hereinafter set forth. On the Installment Date next occurring after the expiration of thirty days from the receipt of the aforesaid notice, Lessee shall pay to Lessor the Purchase Price of such entire Property determined at said Installment Date in accordance with Section 6.4 and thereupon this lease shall terminate as to such Property. In connection therewith Lessee shall take all action and deliver

all documents required pursuant to Section 4.03 of the Mortgage for release of said Property from the Mortgage and the Assignment and shall comply with the conditions specified in clauses (iii), (iv), (v), (viii), (ix) and (x) of Section 6.3 hereof.

#### ARTICLE 15

##### Defaults and Remedies

15.1. *Events of Default.* If any one or more of the following events (herein sometimes called "Events of Default") shall occur:

- (a) if default shall be made in the due and punctual payment of any fixed rent when and as the same shall become due and payable and such default shall continue for a period of five days; or
- (b) if default shall be made in the due and punctual payment of any additional rent payable hereunder, when and as the same shall become due and payable, and such default shall continue for a period of 10 days; or
- (c) if default shall be made by Lessee in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing subdivisions (a) and (b), and such default shall continue for 30 days after Lessor or Mortgagee shall have given Lessee written notice of such default; or
- (d) if Lessee shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in or fail to contest reasonably, the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties, 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; or
- (e) if a petition shall be filed against Lessee seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any present or future statute, law or regula-