

appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or if Mortgagor commences a voluntary proceeding under the Federal Bankruptcy Code; or if any reorganization or arrangement proceeding is instituted by Mortgagor for the settlement, readjustment, composition or extension of any of its debts upon any terms; or if any action or petition is otherwise brought by Mortgagor seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or if any action is brought against Mortgagor seeking its dissolution or liquidation of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by Mortgagor or is not dismissed within thirty (30) days after the date upon which it was instituted; or if any proceeding under the Federal Bankruptcy Code is instituted against Mortgagor and (i) an order for relief is entered in such proceeding or (ii) such proceeding is consented to or acquiesced in by Mortgagor or is not dismissed within thirty (30) days after the date upon which it was instituted; or if any reorganization or arrangement proceeding is instituted against Mortgagor for the settlement, readjustment, composition or extension of any of its debts upon any terms, and such proceeding is consented to or acquiesced in by Mortgagor or is not dismissed within thirty (30) days after the date upon which it was instituted; or if any action or petition is otherwise brought against Mortgagor seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying its debts as they become due, and such action or petition is consented to or acquiesced in by Mortgagor or is not dismissed within thirty (30) days after the date upon which it was brought.

2.08 Judgments. If any judgment should be rendered against Mortgagor and such judgment should not be paid in full and satisfied, or appealed from within the time allowed for appeals and be paid in full and satisfied when it becomes final.

2.09 Dissolution or Liquidation. Should Mortgagor, if a corporation, be liquidated or dissolved or its articles of incorporation expire or be revoked, or, if a partnership or business association, be dissolved or partitioned, or, if a trust, be terminated or expire.

For the purposes of the events of default specified in sections 2.03, 2.05, 2.07, 2.08 and 2.09, the word "Mortgagor" shall specifically include, without limitation: (i) any party comprising Mortgagor, should more than one person or entity execute this Mortgage as Mortgagor; (ii) any person or entity now or hereafter liable, whether primarily, secondarily or contingently, for the payment of the Indebtedness or any part thereof including without limitation any principal, maker, endorser, guarantor or surety and the heirs, legal representatives, successors and assigns thereof; (iii) if Mortgagor or any party comprising Mortgagor be a general partnership or a limited partnership, any general partner thereof; and (iv) if Mortgagor or any party comprising Mortgagor be a joint venture, any joint venturer thereof.