

provide to the holder such further assurances as may be required by the holder to establish the holder's first and prior security interest in such fixtures and Building Service Equipment. It is intended by the Mortgagor and Mortgagee that this Mortgage be effective as a financing statement filed as a fixture filing. Mortgagor shall execute, deliver and cause to be recorded and filed from time to time with all necessary public offices, without notice or demand, and at the Mortgagor's sole cost and expense, continuances and such other instruments as will maintain the holder's priority of security in all fixtures and Building Service equipment.

§3. Default and Remedies

§3.1. Default; Acceleration of Obligations. If any of the following events (an "Event of Mortgage Default") shall occur:

- (a) any payment required under the Obligations or under this Mortgage shall not be made within 5 Business Days from the due date thereof;
- (b) the Mortgagor shall file a petition or any application for relief, extension, moratorium or reorganization under any bankruptcy, reorganization, insolvency or debtor's relief law, or make an assignment for the benefit of creditors or enter into any trust mortgage arrangement, so-called, or consent to the appointment of a receiver of any of the property of the Mortgagor; or
- (c) the Mortgagor shall permit any petition under any bankruptcy, reorganization, insolvency or debtor's relief law filed against it to remain undischarged for a period of more than 45 days after the filing thereof, or permit the continuation of any receivership proceedings instituted against it for more than a period of 45 days after the commencement thereof;
- (d) there shall be any breach of the covenants, conditions or other provisions of the printed form of Mortgage to which this Rider is attached which shall exist for more than 5 Business Days;