

be at least equal in quality and class to the original work. The Partnership at its expense will do all shoring of foundations and walls of any building or other Improvements or of the ground adjacent thereto, and every other act necessary or appropriate for the preservation and safety thereof by reason of or in connection with any excavation or other building operation upon the Property or on any adjoining property, whether or not the owner of the property shall, by any Legal Requirement, be required to take such action or be liable for failure so to do.

The Partnership will pay all charges for all public or private utility services, all sprinkler systems and protective services at any time rendered to or in connection with the Property or any part thereof and will comply with all contracts relating to such services.

8. Alterations and Additions. Unless and until an Event of Default shall have occurred and be continuing, the Partnership may make at its expense, at any time or from time to time, reasonable alterations of and additions to the Improvements or any part thereof, provided that any such alteration or addition shall (a) not reduce the fair market value thereof below their value immediately before such alteration or addition, (b) be effected with due diligence and in good and workmanlike manner and in compliance with all Legal Requirements and Insurance Requirements, and (c) be promptly and fully paid for. All alterations of and additions to the Improvements on the premises shall immediately become subject to the lien of this Deed of Trust without further action on the part of the Partnership or the Company.

9. Prepayment. 9.1. Prepayment on Total Destruction or Total Taking. In the event of a Total Destruction or a Total Taking, the Partnership will, upon notice as provided in Section 9.5 hereof, prepay on the date specified in Section 17.3 and Section 18.3 respectively the Partnership Note, without premium in each case, in the amount determined as set forth as to the Property in Schedule D hereof, together with interest hereon accrued to the date of such prepayment. The amount of the Instalment Payments payable on the Partnership Note after any such prepayment shall be adjusted as provided in subsection (c) of Section 9.2.

9.2. Optional Prepayment. The Partnership, on notice as provided for in Section 9.5 may, at its option, prepay or cause to be prepaid the Partnership Note on any date on which an Instalment Payment is due and payable thereon occurring on or after June 1, 1994:

(a) in the entirety, at a price equal to the principal amount then unpaid on the Partnership Note, together