

shall fail to set aside in a special bank account all of the capital retains referred to in paragraph (p) of Section 4 of the Loan Agreement collected by the Company and apply the same at least quarterly to the payment of said Promissory Notes or obligations; or

(d) if the Company or any Subsidiary shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due; or

(e) if the Company or any Subsidiary 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, dissolution or similar relief under the present or any future Federal bankruptcy act or other applicable Federal, state or other statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Company or any Subsidiary, or of all or any substantial part of the properties of the Company or any Subsidiary; or

(f) if the Company shall default in the performance of or compliance with any other agreement, condition or term contained in this Mortgage and Deed of Trust or in the Loan Agreement and such default shall continue for 30 days;

then, and in any such event, the holder or holders of at least 75% in principal amount of the Notes at the time outstanding may, at its or their option, declare (by written notice or notices to the Company) the same to be, and the same shall forthwith mature and become, due and payable without present-