

any other provision contained in any such obligation or in any agreement securing or relating to such obligation (including, without limitation, the separate Note Purchase Agreements dated April 1, 1977, between the Company and Teachers Insurance and Annuity Association of America, Pan American Life Insurance Company and Northwestern National Life Insurance Company, respectively, relating to the sale by the Company to such institutional investors of its 9 $\frac{1}{2}$ % Senior Notes, Series A and Series B, due 1982) and the effect of such failure to perform or observe is to cause, or permit the holder or holders of such obligation or a trustee to cause, such obligation to become due prior to its stated maturity; or

E. Any warranty or representation by or on behalf of the Company contained in the agreement pursuant to which the Notes were originally issued or in any instrument furnished in compliance with such agreement was, at the time made, false in any material respect; or

F. If (i) any court of competent jurisdiction shall make an order adjudicating the Company or any Subsidiary which contributed 5% or more of the consolidated net income of the Company and its Subsidiaries or the assets of which constituted 5% or more of the consolidated assets of the Company and its Subsidiaries, in each case during the prior fiscal year (a "Material Subsidiary"), a bankrupt, or (ii) any court of competent jurisdiction shall make an order not vacated or stayed within sixty (60) days from the date of entry thereof (a) appointing a trustee or receiver of the Company or any Material Subsidiary or of any substantial part of the property of the Company or any Material Subsidiary or (b) approving a petition for, or effecting an arrangement in bankruptcy, a reorganization pursuant to the Federal bankruptcy laws or any other judicial modification or alteration of the rights of the Mortgagee or of other creditors of the Company or any Material Subsidiary, or (iii) the Company or any Material Subsidiary shall file any petition or take or consent to any other action seeking any such judicial order, or (iv) the Company or any Material Subsidiary shall make an assignment for the benefit of its creditors, or (v) the Company or any Material Subsidiary shall admit in writing its inability to pay its debts generally as they become due; or