

shall not sell, lease (other than a lease by one Corporation to another), or otherwise dispose of any Property, without the prior written consent of Beneficiary;

(m) Any Corporation shall mortgage, pledge, hypothecate or grant a security interest in any Asset after the date hereof to any entity other than the Beneficiary without the consent of the Beneficiary, which consent shall not be unreasonably withheld; or

(n) Any Corporation shall fail to meet its minimum funding requirements under the Employee Retirement Income Security Act of 1974, as amended from time to time, or under any rules or regulations promulgated thereunder, with respect to any employee benefit or other plan established or maintained by such Corporation covered by Title IV of such Act or to which Section 412 of the Internal Revenue Code of 1954, as amended, applies, or any such plan shall be the subject of voluntary or involuntary termination proceedings which may result in an uninsured payment or repayment liability of such Corporation to Pension Benefit Guaranty Corporation (or any successor thereto) in an amount greater than \$100,000.

(o) Southern fails to perform or observe any covenant or agreement contained in or be in breach of any of its obligations under that certain Loan Agreement dated as of October 2, 1978 between Southern and Beneficiary (the "Loan Agreement") or any instrument executed pursuant to the Loan Agreement.

Section 3.02 Default Remedies.

(a) If an Event of Default exists, the Beneficiary may, at its option, declare the indebtedness secured hereby to be forthwith due and payable, whereupon the same shall become due and payable without presentment, notice of dishonor or protest thereof, which are hereby expressly waived, and the Trustee or the Beneficiary may exercise any right, power or remedy permitted to it by law and, without limiting the generality of the foregoing, the Trustee may, and, if requested by the Beneficiary and given security satisfactory to it against the costs and expenses which may be incurred thereby, shall, to the extent permitted by law:

(1) enter and take possession of the Properties, the Improvements and the Personal Property or any part thereof, exclude the Company and all persons