

inability to pay its debts; or suffer a decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within 60 days; or suffer proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and, if contested by it, not to be dismissed or stayed within 60 days; or suffer any judgment, writ of attachment or execution or any similar process to be issued or levied against all or a substantial part of its property which is not released, stayed, bonded or vacated within 60 days after its issue or levy;

then, and in every such event (a "Default"), if such Default subsists, the Bank may by notice in writing to Issuer (i) terminate the commitment hereunder if still in existence and it shall thereupon be terminated, and (ii) declare the Note to be, and it shall thereupon forthwith become, due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived.

SECTION 5. Miscellaneous.

5.1 Limitation. Anything in this Agreement