

law or regulation, or shall file an answer admitting or failing to deny the material allegations of a petition against it for any such relief or shall admit in writing its inability to pay its debts as they mature; or

(g) if any proceeding against the Company seeking any of the relief mentioned in clause (f) of this Article shall not have been dismissed within ninety (90) days after the commencement thereof; or

(h) if a trustee, receiver or liquidator of the Company or of any substantial part of its properties or assets shall be appointed with the consent or acquiescence of the Company, or if any such appointment, if not so consented to or acquiesced in, shall remain unvacated or unstayed for an aggregate of ninety (90) days (whether or not consecutive); or

(i) if the Company shall be liquidated or dissolved, or shall begin proceedings toward its liquidation or dissolution; or

(j) if a final judgment for the payment of money shall be rendered against the Company and the Company shall not cause the same to be vacated or discharged within thirty (30) days from the entry thereof or the vacation of any stay thereof;

then, in any such event, the Noteholder may, at its option, accelerate the maturity of the Note held by it and the same, with accrued interest thereon, plus a premium (being a percentage of the unpaid principal balance of the Note), shall thereupon become immediately due and payable. The premium to be paid shall be determined in accordance with the table set forth in Subsection 2.2(a) hereof, except that if a default occurs at any time prior to the eleventh Year, the premium shall be 4.00% of the then outstanding principal balance.

No Event of Default (other than a failure to make payment of money) shall be deemed to exist during any time the curing thereof is prevented by Unavoidable Delays, provided no substantial deterioration of any Property occurs, but upon the cessation of such Unavoidable Delays, the Company shall remedy such default without further delay.