

within 30 days after the appointment, without its consent or acquiescence of any trustee, receiver or liquidator of itself or of all or any substantial part of its properties, such appointment shall not have been vacated; or

(i) If a final judgment which, together with other outstanding final judgments against Mortgagor and its Subsidiaries (as that term is defined in the Loan Agreement) exceeds an aggregate of \$50,000 (exclusive of judgments insured against by adequate liability insurance policies), shall be rendered against any of them, and if, within 30 days after entry thereof, such judgment shall not have been discharged or execution thereof stayed pending appeal, or if, within 30 days after the expiration of any such stay, such judgment shall not have been discharged; or

(j) If there shall occur during any consecutive twelve month period one or more uninsured losses, thefts, damage or destruction of Collateral (as that term is defined in the Loan Agreement) having an aggregate value in excess of \$100,000 (other than bad debts incurred in the ordinary course of business); or

(k) If the surveys to be obtained in respect of the properties described in Exhibit I of the Loan Agreement are not delivered to Mortgagee within 180 days after the date hereof or if any such survey indicates that (a) Beaunit Corporation has not conveyed to Mortgagor good and marketable title to all of the land, buildings, structures and other improvements described in Exhibit J of the Loan Agreement (the "Real Estate") mortgaged to Mortgagee pursuant to the Real Estate Mortgages (as that term is defined in the Loan Agreement), free and clear of any agreement or understanding with respect to the use or possession of or any rights thereto and of any liens, mortgages, pledges, encumbrances,