

G. Final judgment for the payment of money in excess of \$100,000 shall be rendered against the Company or a Subsidiary and the same shall remain undischarged for a period of sixty (60) days during which execution shall not be effectively stayed; or

H. Any change shall occur in the laws of the United States or of any state in which any of the Mortgaged Property is located, either by statutory enactment or by judicial decision, whereby any tax, assessment, lien or charge upon the Mortgaged Property, or the interest of the Mortgagee in the Mortgaged Property, or upon the Indenture or the debt secured hereby, may be imposed upon the Mortgagee; *provided, however*, that the Company is hereby given the option of paying any such tax, assessment, lien or charge if the amount thereof, together with interest on the Notes, shall not exceed interest at the highest lawful rate permitted by applicable law governing the amount of interest that may be charged on the Notes and shall be treated as interest under applicable law, and if the payment thereof by the Company would not otherwise be unlawful, and if the Company shall make payment of such taxes, assessments, liens or charges as afore-said as the same become due and payable, no default shall ensue by reason of the provisions of this Paragraph H;

then, and in every such case, if such default or defaults shall not have been remedied, the Mortgagee may declare the principal of and interest on all the Notes to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything in the Indenture or in the Notes contained to the contrary notwithstanding.

6.02. **Entry.** In case one or more Events of Default shall happen and shall not have been remedied, the Mortgagee, personally or by agents or attorneys, may, to the extent permitted by law, enter into and upon all or any part of the Mortgaged Property and may exclude the Company and Cork 'N Cleaver, and all persons claiming under the Company or Cork 'N Cleaver, therefrom; and the Mortgagee shall be entitled to collect and receive all earnings, income, rents, issues and profits of the same and every part thereof, which the Company and Cork 'N Cleaver hereby assign and pledge to the Mortgagee as further security for the payment of the Notes. Such earnings, income,