(q) If the Company or any then owner of any Property shall fail to comply with the terms and conditions of an Option Agreement;

(h) if by the order of a court of competent jurisdiction, a receiver or liquidator of the Trust Estate or any part thereof, or of the Guarantor, the Company or any then owner of any Property or any part thereof (herein called a Subsequent Owner), shall be appointed and shall not be discharged or dismissed within 90 days after such appointment, or if by decree of such court, the Company, such Subsequent Owner or the Guarantor shall be adjudicated a bankrupt or be declared insolvent;

(i) if the Company, any Subsequent Owner or the Guarantor shall be dissolved, or shall file a voluntary petition in bankruptcy, or shall make an assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver of all or any part of the Trust Estate; or if a petition or an answer proposing the reorganization of the Company, such Subsequent Owner or the Cuarantor pursuant to the Federal Bankruptcy Act or any similar. law, federal or state, shall be filed in, and approved by any court;

(j) if any of the creditors of the Company, any Subsequent Owner or the Guarantor shall file a petition to reorganize the Company or such Subsequent Owner pursuant to the Federal Bankruptcy Act or any similar law, federal or state, and if such petition shall not be discharged or denied within 90 days after the date on which such petition was filed;

1

Charles and the state of the st

43

(k) if final judgment for the payment of money shall be rendered against the Company, any Subsequent Owner or the Guarantor, and the Company, such Subsequent Owner or the Guarantor shall not discharge the same within 90 days from the entry thereof, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which such judgment was granted, based or entered, and secure a stay of execution pending such appeal; or the Lease of any Property.

(1) if the Guarantor shall fail to comply with the terms and conditions of the Guaranty relating to the Lease or Assignment of any Property.

then in every such case:

I. During the continuance of any such Event of Default, the Trustee by notice in writing sent by prepaid registered or certified mail to the Company, may, and upon the written request of the holders of 25% in aggregate unpaid principal amount of the Notes then outstanding shall, declare the unpaid principal of all the Notes then outstanding (if not then due and payable),