

remedies by Lender.

6. Upon the occurrence of any of the following (each an "Event of Default") with respect to Debtor or any endorser, guarantor or other person liable for any of the Obligations: (i) failure to pay any Obligation when due; (ii) death (in the case of an individual) or dissolution, liquidation or suspension of its business, (iii) default in the payment of any indebtedness in excess of \$50,000, (iv) failure to furnish financial information to Lender following demand, (v) any representation made to Lender shall be false or misleading in any material respect when made or deemed made, (vi) a material adverse change in its business or condition (financial or otherwise) as determined by Lender in its discretion, (vii) default in the performance or observance of any covenant, agreement or obligation under this Agreement (including, without limitation, Paragraph 4 hereof), or any other contract, instrument or agreement relating to the Obligations, (viii) insolvency (howsoever determined), or (ix) the commencement of any proceedings by or against any of them under any bankruptcy, reorganization, arrangement of debt, insolvency, receivership, liquidation, dissolution or similar laws relating to the relief of debtors, or the making of an assignment for the benefit of creditors;

then and in any such event: (a) Lender may declare all of the Obligations to be immediately due and payable, whereupon same shall become immediately due and payable, without demand, provided, that if an event set forth in clause (ix) occurs, the Obligations shall automatically become due and payable without declaration by Lender; (b) Lender's obligation, if any, to give or continue credit facilities to Debtor shall automatically terminate; (c) Lender shall have the right from time to time to take possession of, and sell, redeem, assign, liquidate, transfer and deliver all or any part of the Collateral, at any brokers' board or exchange, or at public or private sale or otherwise, at the option of Lender, for cash or on credit for future delivery, in such parcel or parcels and at such times

and places, and upon such terms and conditions as Lender may deem proper, and in connection therewith may grant options and impose reasonable conditions, all without (except as same are required by applicable law and cannot be waived) advertisement or demand upon or notice to Debtor or any other person entitled to notice or right of stay, extension, moratorium, appraisal or redemption of Debtor, all of which are hereby expressly waived to the fullest extent permitted by applicable law; (d) upon each such sale, Lender, to the extent permitted by law, may purchase all or any of the Collateral, free and clear of all claims, rights of redemption and equities of Debtor; and (e) in addition, Lender shall have all of the rights and remedies of a secured party under the UCC and any other applicable law.

7. To the extent required by applicable law which cannot be waived, Lender will give Debtor notice of the time and place of any public sale or of the time after which any private sale or other disposition of Collateral is to be made, by sending notice at least 5 days before the time of sale or disposition, which Debtor agrees is reasonable. Lender need not give such notice if not required by the UCC or other applicable law. Debtor agrees that at any private sale Collateral may be sold at a price that is less than the price which might have been obtained at a public sale or that is less than the aggregate outstanding amount of the Obligations. Lender may accept the first offer received and need not offer such Collateral to more than one offeree. Lender may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and such compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. Lender may convert any proceeds in foreign currency to U.S. dollars at the average of the buying spot rates of exchange for freely transferable U.S. dollars in effect at the lending office selected by Lender as at the close of business on the date of payment of the sales price for such Collateral. After deducting its costs and expenses from the proceeds of sale, Lender may apply any

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