

filed against the Company under the corporate reorganization provisions of the Federal Bankruptcy Act and the same shall be approved by the court with which such petition is filed and such petition shall not be dismissed or proceedings thereunder stayed within sixty (60) days after such approval, or if the stay of such proceedings be thereafter set aside;

5. If the Company shall file a voluntary petition in bankruptcy or a voluntary petition under the corporate reorganization provisions of the Federal Bankruptcy Act or shall make a general assignment for the benefit of creditors or consent to the appointment of a receiver of all or substantially all of the property of the Company; or

6. If final judgment for the payment of any sum of money in excess of One Thousand Dollars (\$1,000.00) shall be entered against the Company and the Company shall not discharge the same or cause it to be discharged or procure a stay of execution thereon within sixty (60) days from the date such judgment became final or shall not within said period of sixty (60) days or such longer period during which execution on such judgment shall have been stayed, appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was entered;

then and in each and every such case, during the continuance of such default, the Trustee by written notice to the Company may declare, and upon the written request of the holders of not less than Twenty-five (25%) percent in principal amount of the Debentures at such time outstanding, the Trustee shall declare, the principal of all Debentures then outstanding hereunder to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything in this Indenture or in the Debentures contained to the contrary notwithstanding. This provision, however, is subject to the condition that if, at any time after the principal of said Debentures shall have been so declared due and payable, and before any judgment or decree (whether final or otherwise) for the payment of the moneys due shall have been obtained or entered as hereinafter provided, all arrears of interest upon all such Debentures (with interest, if and to the extent permitted by law, at the rate of six per centum (6%) per annum on overdue installments of interest) and reasonable compensation to the Trustee and its agents and attorneys, and its reasonable expenses shall be paid by the Company or be provided for by the deposit with the Trustee of a sum sufficient to pay the same, and any and all other defaults under this Indenture shall have been remedied—then and in every case the holders of a majority in principal amount of the Debentures then outstanding, by written notice to the Company and to the Trustee, may rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair any right consequent thereon.

In case the Trustee shall have proceeded to enforce any right under this Indenture, and such proceedings shall have been discontinued or abandoned because of such waiver or for any other reason, or shall have been determined adversely to the Trustee, then and in every such case the Company