

(i) if final judgment for the payment of money shall be rendered against the Company or Kinney or any then owner of the Trust Estate or any part thereof and the Company or Kinney or any such owner shall not discharge the same or cause it to be discharged within 60 days from the entry thereof, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based or entered, and secure a stay of execution pending such appeal; or

(j) if the Company or Kinney shall default in the payment of principal or interest on any other note, bond, debenture or other evidence of indebtedness upon which the Company or Kinney may be or become liable beyond any period of grace provided with respect thereto, or shall fail to comply with any covenant, condition or provision contained in any such note, bond, debenture or other evidence of indebtedness or any indenture or agreement under which any such note, bond, debenture or other evidence of indebtedness may be issued if the effect of such failure is to cause or permit the holder or holders thereof (or a Trustee on behalf of such holder or holders) to cause such note, bond, debenture or other evidence of indebtedness to become due prior to its stated maturity;

then in every case:

I. During the continuance of any such event of default, the Trustees by notice in writing sent by registered mail to the Company, may, and upon the written request of the holders of 10% in principal amount of the Notes then outstanding shall, declare the entire principal of all the Notes then outstanding (if not then due and payable), and all accrued unpaid interest thereon to be due and payable immediately, and upon any such declaration the principal of the Notes and said accrued unpaid interest shall become and be immediately due and payable, anything in the Notes or in this Indenture contained to the contrary notwithstanding; this provision, however, is subject to the condition that if at any time after the principal and accrued interest of the Notes shall have been so declared and become due and payable, and prior to the date of any sale of any part of the Trust Estate pursuant to this Article VII, all arrears of principal and interest upon all the Notes then outstanding, and all sums paid or advanced by the Trustees under any provision of this Indenture (together with interest thereon at the rate of 6% per annum) and the expenses and liabilities of the Trustees shall either be paid by the Company or collected out of the income from the Trust Estate, and every other default in the observance or performance of any covenant, condition or agreement in the Notes or in this Indenture contained shall be made good, or be secured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall be made therefor, then the Trustees shall waive the default by reason of which the principal of the Notes and accrued interest shall have been so declared and become due and payable, and may rescind and annul such declaration and its consequences; but no such waiver, rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.