

(h) if any of the creditors of the Company, or of any then owner of all or any part of the Trust Estate shall file a petition to reorganize the Company or any such 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 sixty (60) days after the date on which such petition was filed; or

(i) if final judgment for the payment of money shall be rendered against the Company or any then owner of all or any part of the Trust Estate and the Company or any such owner shall not discharge the same or cause it to be discharged within sixty (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 default shall be made by any then owner of all or any part of the Trust Estate in the due observance or performance of any of such owner's assumptions or agreements made pursuant to Section 4.02 hereof or the corresponding section of such indenture;

then in every such 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 payees and holders of ten per cent (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 and said amount 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