

mium (if any) on any Bond when and as the same shall become due and payable, whether by declaration or otherwise;

- (b) if default shall be made by the Grantor in the performance or observance of any other of the covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, and such default shall have continued for a period of sixty (60) days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the Grantor by the Trustee, or to the Grantor and the Trustee by the holders of not less than twenty-five per cent (25%) in aggregate principal amount of the Outstanding Bonds (or in the case of any default which cannot with due diligence be cured within such sixty (60) day period, if the Grantor shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with the default not susceptible of being cured with due diligence within the sixty (60) days that the time of the Grantor within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence);
- (c) if the Grantor shall file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State thereof; if a court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of the Grantor, a receiver of the Grantor, or of the whole or any substantial part of its property or approving a petition filed against the Grantor seeking reorganization of the Grantor under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of the entry thereof; or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Grantor or of the whole or any substantial part of its property, and such custody or control shall not be terminated or stayed within sixty (60) days from the date of assumption of such custody or control;
- (d) if the Lessee shall default in any of its obligations under the Lease and such default shall not have been remedied within the applicable period of time for remedy therein in Section 16.01 of the Lease expressed;