

- (d) if default shall be made in the due observance of performance of any covenant or agreement contained in the first or third sentence of Section 3.5 or in Sections 3.9, 3.12, 3.13, 4.3, 4.4, 4.5 or 4.6 and such default shall continue 30 days;
- (e) if default shall be made in the due observance or performance of any other covenant, condition or agreement of the Company contained herein or in the Note Agreements or the Notes, and such default shall have continued for 30 days after written notice thereof from the Trustee to the Company; or
- (f) if a receiver or liquidator (or other similar official) of the Trust Estate or any part thereof, or of the Company or any then owner of the Property, Guarantor or Lessee, shall be appointed in any proceeding or by any federal or state officer or agency, and such appointment shall not be stayed or vacated within ninety (90) days after such appointment or if by decree of such court the Company or such owner shall be adjudicated a bankrupt or be declared insolvent; or
- (g) if the Company, Guarantor or Lessee shall be dissolved, or if the Company or such owner, Guarantor or Lessee shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver of all or any part of the Trust Estate, or if a petition or an answer proposing the reorganization of the Company, Guarantor or Lessee or such owner pursuant to the Federal Bankruptcy Act or any similar law, federal or state, shall be filed by the Company or such owner, Guarantor or Lessee in, any court; or
- (h) if any of the creditors of the Company or such owner, Guarantor or Lessee shall file a petition to re-organize the Company or such owner, Guarantor or Lessee pursuant to the Federal Bankruptcy Act or any similar law,