

federal or state, and if such petition shall not be stayed or vacated within ninety (90) days after the date on which such petition was filed;

- (i) if final judgment for the payment of money shall be rendered against the Company and the Company 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 Guarantor shall fail to perform any or observe any provision of the Guaranty; or
- (k) if the Company shall fail to perform or observe any provision of the Assignment

then in every such case, during the continuance of any Event of Default:

I. The Trustee by notice to the Company, may, and upon the request of the registered owners of 20% in principal amount of the outstanding Notes, in the case of a default referred to in clause (a) above, or 33% of such registered owners, in the case of any other default, shall, declare the entire principal of all the Notes (if not then due and payable), and all accrued and unpaid interest thereon, to be due and payable immediately, and upon any such declaration the principal of the Notes and said accrued and unpaid interest shall become immediately due and payable, anything in the Notes or in this Indenture contained to the contrary notwithstanding; this provision, however, is subject to Section 7.7.

II. The Trustees personally, or by their agents or

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