

proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under the Federal Bankruptcy Act or any other applicable Federal or State law, or the consent by it to the filing of any such petition or to the appointment of a receiver, liquidator, assignee, trustee or sequestrator (or other similar official) of the Company or any Consolidated Subsidiary which at the time is the owner of any part of the Mortgaged and Pledged Property or of any substantial part of its or their property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of action by the Company or any Consolidated Subsidiary which at the time is the owner of any part of the Mortgaged and Pledged Property in furtherance of any such action; or

(F) Default in the performance, or breach, of any covenant or warranty of the Company in this Indenture (other than a covenant or warranty a default in whose performance or whose breach is elsewhere in this Section 12.01 specifically dealt with), and continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the Company by the Corporate Trustee or to the Corporate Trustee and the Company by the Holders of at least 10% in principal amount of the Outstanding Bonds affected (as such term is defined in Section 19.02 hereof), a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder; or

(G) An event of default as defined in any mortgage, indenture or instrument, under which there may be issued, or by which there may be secured or evidenced, any indebtedness for borrowed money of the Company or any Consolidated Subsidiary which is the owner of any part of the Mortgaged and Pledged Property, whether such indebtedness now exists or shall hereafter be created, shall happen and shall result in indebtedness for borrowed money in excess of \$1,000,000 becoming or being declared due and payable prior to the date on which it would otherwise become due and payable, and such acceleration shall not be rescinded or annulled within ten days after written notice to the Company from the Corporate Trustee or to the Corporate Trustee and the Company from the Holders of not less than 25% in aggregate principal amount of the Bonds then Outstanding.

**Section 12.02.** The Trustees shall, within 90 days after the occurrence thereof, give by mail to the Bondholders, as their names and addresses appear on the Bond Register, notice of all defaults known to the Trustees, unless such defaults shall have been cured or waived before the giving of such notice (the term "defaults" for the purposes of this Section 12.02 being hereby defined to be the events specified in subdivisions (A), (B), (C), (D), (E), (F) and (G) of Section 12.01 hereof not including any periods of grace provided for in said subdivisions and irrespective of