

thing in this Indenture or in any of the Bonds contained to the contrary notwithstanding.

This provision, however, is subject to the condition that, if at any time after the principal of all the Bonds shall have been so declared due and payable, and before any sale of all or any part of the mortgaged property shall have been made, all arrears of interest upon all the Bonds, with interest on overdue instalments of interest at the same rates respectively borne by the Bonds the interest on which shall be in default, together with the reasonable charges and expenses of the Trustee, its agents and attorneys, and all other sums which may have become due and payable by the Company under this Indenture, other than the principal of such Bonds as shall not have become due and payable by their terms or upon call for redemption, shall either be paid by the Company to those entitled thereto (or to the Trustee for their account) or be collected out of the income from or earnings of the trust estate, and all other defaults known to the Trustee under the Bonds or under this Indenture shall be made good or be secured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall be made therefor, or shall have been waived as in § 9.24 provided, then and in every case the holders of not less than a majority in principal amount of the Bonds then outstanding, by written notice to the Company and to the Trustee, may annul any such declaration and its consequences under this Indenture.

§ 9.02. The Trustee shall, within ninety (90) days after the occurrence thereof, give to the bondholders, in the manner and to the extent provided in subdivision (c) of § 8.04, if then in effect, notice of the happening of any event known to it which under the provisions of § 9.01 hereof, is, or, if it should continue for the period, if any, specified in said § 9.01, would constitute, a default as defined in said § 9.01, unless such default shall have been cured before the giving of such notice, but in case of the happening of any event of the character specified in subdivision (c), (e) or (f) of said § 9.01, no such notice shall be given until at least thirty (30) days after the occurrence thereof; provided that, except in the case of default in the payment of the

of any substantial part of the property of the Company, and the continuance of any such decree or order unstayed on appeal or otherwise and in effect for a period of sixty (60) days;

(g) The admission by the Company in writing of its inability to pay its debts generally as they may become due or the filing by the Company of a petition in voluntary bankruptcy or the making by the Company of any general assignment for the benefit of its creditors, or the consent by the Company to the appointment of a receiver or trustee of any substantial part of its property, or the filing by the Company in any court of competent jurisdiction of a petition or answer seeking reorganization or readjustment under the Federal Bankruptcy Laws or other law or statute of the United States of America or any State, or the filing by the Company of a petition to take advantage of any debtor's act; or

(h) The rendering against the Company of a final judgment, decree or order for the payment of money, of which the Company has knowledge, which the Company shall not have discharged or caused to be discharged within ninety (90) days from the entry thereof, unless the Company shall have appealed therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based or entered, and secured a stay of execution pending such appeal, or unless the amount of said judgment, together with the aggregate amount of any other undischarged judgments of the character referred to in this subdivision (g) in respect of which the Company shall not have appealed and secured stays of execution as aforesaid, shall not exceed Two Hundred and Fifty Thousand Dollars (\$250,000).

If and so long as any such default shall continue to exist either the Trustee, or the holders of not less than twenty-five per centum (25%) in principal amount of the Bonds at the time outstanding, may by notice in writing to the Company (and to the Trustee if given by the bondholders) declare the principal of all Bonds then outstanding, together with all accrued and unpaid interest thereon, if not already due, to be due and payable immediately, and upon any such declaration the same shall become and be due and payable immediately, any-