- (1) Default in the payment of the principal sum of any of the Bonds hereby secured, when such principal sum shall have become due and payable, whether at maturity or by declaration or otherwise;
- (2) Default in the payment of any instalment of interest on any of the Bonds hereby secured, when such instalment shall have become payable as therein and herein expressed, and such default shall have continued for the period of ninety days;
- (3) Default in the payment of any instalment of any sinking fund provided for in any series of Bonds hereby secured, when such instalment shall have become payable, and such default shall have continued for the period of ninety days;
- (4) Default in the payment of the principal sum of any prior debt bonds (except prior debt bonds of an issue none of which are then pledged hereunder), when such principal sum shall have become due and payable under the provisions of the bonds or of the mortgage securing the same;
- (5) Default in the due observance or performance of any other covenant or condition herein required to be kept or performed by the Company, and any such default shall have continued for the period of six months (or in case of the covenants contained in Sections 4.05, 4.08, 4.09 and 4.10 for the period of thirty days) after written notice thereof shall have been given to the Company by the Corporate Trustee or by the holders of 10% in principal amount of the Bonds hereby secured then outstanding;
- (6) If, by decree of a court of competent jurisdiction, the Company shall be adjudicated a bankrupt, or an order shall be made approving a petition or an answer filed seeking reorganization or readjustment of the Company under the Federal Bankruptcy Laws, or other law or statute of the United States of America, or of any State thereof, or, by order of such court, a trustee in bankruptcy or reorganization or a receiver shall be appointed of all or substantially