

(c) if default shall be made in the due observance or performance of any covenant or agreement on the part of the Company contained in Sections 3.04, 3.10, 3.11, 3.12, the first sentence of Section 3.15(a) or Section 3.16, or if default shall be made in the due observance or performance of any covenant or agreement on the part of the Company contained in Section 3.08 or Section 3.09 and such default shall have continued for a period of 10 days after written notice specifying such default and demanding that the same be remedied shall have been given to the Company by the Trustee; or

(d) if default shall be made in the due observance or performance of any other covenant, condition or agreement on the part of the Company in the Notes or in this Indenture contained and such default shall have continued for a period of 30 days after written notice specifying such default and demanding that the same be remedied shall have been given to the Company by the Trustee; or

(e) if default shall be made by the Lessee under any Assigned Lease by reason of which the lessor thereunder is given the right to terminate such Assigned Lease, or to re-enter and take possession of the premises, or if the Lessee shall fail to pay directly to the Trustee any monthly rent payment under any Assigned Lease within 10 days after written notice is given to the Company by the Trustee that the same is due and payable, regardless of the reason for the failure to make such payment; or

(f) if by the order of a court of competent jurisdiction, a receiver or liquidator of the Trust Estate or any part thereof, or of the Company or Kinney or any then owner of the Trust Estate or any part thereof, shall be appointed and shall not be discharged or dismissed within 60 days after such appointment, or if by decree of such a court the Company or Kinney or any such owner shall be adjudicated a bankrupt, or be declared insolvent; or

(g) if the Company or Kinney be dissolved, or if the Company or Kinney or any then owner of the Trust Estate or any part thereof shall file a voluntary 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 or receivers of all or any part of the Trust Estate, or if a petition or an answer proposing the reorganization of the Company or Kinney or any such owner pursuant to the Federal Bankruptcy Act or any similar law, federal or state, shall be filed in, and approved by, any court; or

(h) if any of the creditors of the Company or Kinney or any then owner of the Trust Estate or any part thereof shall file a petition to reorganize the Company or Kinney or any such owner pursuant to the Federal Bankruptcy Act or any similar law, federal or state, and if such petition shall not be discharged or denied within 60 days after the date on which such petition was filed; or