ARTICLE 11.

Remedies Upon Default.

§ 11.01. In case any one or more of the following events (herein called "events of default") shall happen and be continuing, that is to say:

(a) Default shall be made in the due and punctual payment of the principal of, or premium on, any Bond when and as the same shall become due and payable, whether at maturity or otherwise, or in the due and punctual deposit with the Trustee of moneys sufficient for the redemption of any Bonds required to be redeemed under any sinking fund provision;

(b) Default shall be made in the due and punctual payment of any instalment of interest on any Bond when and as such interest instalment shall become due and payable as in such Bond or in this Indenture or any indenture supplemental hereto expressed, and such default shall continue for a period of 30 days;

(c) Default shall be made by the Company in the performance of any covenant contained in § 6.14, § 6.15 or § 6.16;

(d) Default shall be made by the Company in the performance or observance of any other of the covenants, agreements or conditions on its part in this Indenture or any indenture supplemental hereto or in the Bonds contained, and such default shall continue for a period of 60 days after written notice to the Company by the Trustee or to the Company and the Trustee by the holders of not less than 25% in principal amount of Bonds at the time outstanding;

(e) Default shall be made in the due and punctual payment of the principal of, or premium or interest on, any obligation evidencing current or funded debt of the Company (other than the Bonds), when and as the same shall become due and payable, either at maturity thereof, by declaration or otherwise, and such default shall continue beyond the period of grace, if any, applicable thereto, or in the performance of any other term, condition or covenant contained in any such obligation or in any agreement under which such obligation is issued or outstanding, the effect of which default is to cause, or permit the holder or holders of such obligation (or a trustee on behalf of such holder or holders) to cause, such obligation to become due prior to its stated maturity;

(f) If the Company shall (i) admit in writing its inability to pay its debts generally as they become due, (ii) file a petition in bankruptcy, (iii) make an assignment for the benefit of its creditors, (iv) consent to the appointment of a receiver of itself or of the whole or any substantial part of the trust estate, or (v) on a petition in bankruptcy filed against the Company, be adjudicated a bankrupt;

(g) If an order, judgment or decree shall be entered by any court of competent jurisdiction appointing, without the consent of the Company, a receiver of the Company or of the whole or any substantial part of the trust estate, and such order, judgment or decree shall not be vacated or set aside or stayed within 60 days from the date of such appointment;

(h) If the Company shall (i) file a petition under the provisions of Chapter X of An Act to establish a uniform system of bankruptcy throughout the United States, approved July 1, 1898, as amended, or (ii) file an answer seeking the relief provided in said Chapter X, or (iii) file a petition or answer seeking relief under any amendment to said Act which shall give relief to debtors substantially similar to that afforded by said Chapter X;

(i) If a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against the Company under the provisions of said Chapter X, or under any amendment to said Act which shall give relief to debtors substantially similar to that afforded by said Chapter X, and such order, judgment or decree shall not be vacated or set aside or stayed within 60 days from the date of the entry of such order, judgment or decree, or a stay of such proceedings be thereafter set aside;

(j) If, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Company or of the whole or any substantial part of the trust estate, and such custody or control shall not be terminated within 60 days from the date of assumption of such custody or control; or

(k) If final judgment for the payment of money in an amount in excess of $50,000 shall be rendered against the Company and the Company shall not discharge the same or provide for its discharge in accordance with its terms or procure a stay of execution thereon within 60 days from the entry thereof or shall

53