in the supplemental mortgage creating such series that no Notes of such new series may be prepaid, purchased or otherwise retired at the option of the Company unless at the same time there is prepaid, purchased or retired (otherwise than through the Instalment Payments provided for in Section 2.04 hereof) an aggregate principal amount of Series A Notes which bears the same proportion to the aggregate principal amount of all Series A Notes then outstanding as the aggregate principal amount of Notes of such new series so to be prepaid, purchased or retired bears to the aggregate principal amount of all Notes of such new series then outstanding.

ARTICLE VII

Events of Default and Remedies

Section 7.01. *Events of Default; Certain Remedies.* If one or more of the following events (herein sometimes termed "Events of Default") shall occur:

(a) if default shall be made in the due and punctual payment of any principal of or premium, if any, or interest on any Note when and as the same shall become due and payable and such default shall continue for a period of five days; or

(b) if default shall be made by the Company in the due performance of or compliance with any of the terms of Sections [illegible] or 2.24 provided that, in the case of Section 2.24, such default (except a default under any of the last three sentences thereof) shall have continued for [illegible] days after the Trustee shall have given the Company written notice of such default; or

(c) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof other than those referred to in the foregoing subdivisions (a) and (b), and such default shall continue for 30 days after Trustee shall have given the Company written notice of such default; or

(d) if an Event of Default as defined in the Assigned Lease shall occur; or

(e) if the Company shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in or shall fail to contest reasonably, the appointment of any trustee, receiver or liquidator of the Company or of all or any substantial part of its properties or of any of the Property, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(f) if a petition shall be filed against the Company or any transferee of any Property or an interest therein, seeking any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation, and shall remain undismissed or unstayed for an aggregate of 60 days (whether or not consecutive), or if any trustee, receiver or liquidator of the Company or any such transferee or of all or any substantial part of its properties or of any of the Property shall be appointed without the consent or acquiescence of the Company or any such transferee and such appointment shall remain unvacated or unstayed for an aggregate of 60 days (whether or not consecutive);

then in every such case:

I. During the continuance of any such Event of Default, the Trustee by notice in writing sent by registered mail to the Company, may, and upon the written request of the holders of not less than 10% in principal amount of the Notes then outstanding (including not less than 10% in principal amount of the Series A Notes outstanding) shall, declare the entire principal of all the Notes then outstanding (if not then due and payable), and all accrued unpaid interest thereon to be due and payable immediately, and upon any such declaration the principal of the Notes and said accrued unpaid interest and other amounts shall become and be immediately due and payable, anything in the Notes or in this Mortgage contained to the contrary notwithstanding; this provision, however, is subject to the condition that if at any time after the principal and accrued interest of the Notes shall have been so declared and become due and payable, and prior to the date of any sale of any part of the Trust Estate