

conferred upon the Company may be exercised by the Trustees in their discretion.

ARTICLE EIGHT.

REMEDIES OF THE TRUSTEES AND THE BONDHOLDERS.

SECTION 8.01. *Events of Default.* If any of the following events, herein termed Events of Default, shall occur for any reason whatsoever (and whether such occurrence shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or under compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body), namely:

(a) failure by the Company to pay the principal of or premium, if any, on any Bond, when and as the same shall become due and payable, whether at maturity or upon designation for redemption or by declaration or otherwise; or

(b) failure by the Company to pay any installment of interest on any Bond, when and as the same shall become due and payable, as therein and herein expressed, and the continuation of such failure for a period of 10 days; or

(c) failure by the Company to perform any obligation in respect of any fixed sinking fund referred to in Section 4.01, Section 4.03 or Section 4.05 on the date when such obligation is required to be performed; or

(d) failure by the Company to observe or perform any covenant contained in Sections 5.08 through 5.11 or in Section 6.10; or failure by the Company to observe or perform any covenant contained in Section 5.07 or in Article Six (other than Section 6.10), and the continuance of such failure for a period of fifteen days after written notice specifying such failure and demanding that the same be remedied shall have been given to the Company by the Trustees, or to the Company and the Trustees by the holders of at least 25% in aggregate principal amount of the Bonds at the time outstanding; or

(e) any representation or warranty made by (i) the Company herein, in the Purchase Agreements, in the Products Agree-