

consecutive installment payment dates more than one such installment is not paid when due and notice of such nonpayment is given, no notice to the Company shall be required thereafter, and an Event of Default shall occur seven (7) days after the date on which any payment was due if the nonpayment thereof has continued for such period; or

(b) failure of the Company to keep in full force and effect its corporate existence, rights and franchises; or

(c) default by the Company in the due observance or performance of any term, covenant or condition on its part to be performed under any of the Company Documents (other than a default under subsection (a) or subsection (b) above), continued unremedied for a period of thirty-five (35) days after notice from Mortgagee to the Company, except that if any such default cannot with due diligence be cured within a period of thirty-five (35) days, such default shall not be deemed to continue if the Company proceeds promptly after such notice and with all due diligence to cure the default and diligently completes the curing thereof; or

(d) if any of the representations or warranties made by the Company in the Company Documents or in any documents delivered by the Company to Mortgagee pursuant thereto proves to be untrue in any material respect; or

(e) if an Event of Default (as defined in the Lease) shall have occurred under the Lease and be continuing; or

(f) if the Company shall make a general assignment for the benefit of its creditors, or shall file a voluntary peti-