

## ARTICLE 7

Events of Default and Remedies

Section 7.1. Events of Default. If one or more of the following Events of Default shall happen, that is to say:

- (a) if default shall be made in the payment of any Interest Payment or Instalment Payment on any Note, when and as the same shall become due and payable, and such default shall continue for five days after notice thereof, or in any other payment of the principal or premium, if any, on any Note, when and as the same shall become due and payable, whether at maturity, by acceleration or as part of any prepayment or otherwise, as in such Note and this Indenture provided; or
- (b) if the Lease shall be terminated before the expiration of the term thereof for any reason or in any way amended or modified (except as expressly provided for herein or therein), or shall be hypothecated without the prior written consent of the Trustee; or
- (c) if any representation or warranty of the Company set forth in this Indenture or in the Note Agreements, or in any certificate delivered pursuant hereto or thereto or in any notice, certificate, demand or request delivered to either Trustee or any registered owner of Notes pursuant to this Indenture, the Note Agreements or the Assignment shall prove to be incorrect in any material respect as of the time when the same shall have been made; or
- (d) if default shall be made in the due observance or performance of any covenant or agreement contained in the first or third sentence of Section 3.5 or in Section 3.12, 3.13 or 4.2; or
- (e) if default shall be made in the due observance or performance of any other covenant, condition or agreement of the Company contained herein or in the Note Agreements or the Notes, and such default shall have continued for 30 days after written notice thereof from the Trustee to the Company; or
- (f) if default shall be made by the Lessee under the Lease by reason of which the lessor thereunder is given the right of termination, or to re-enter and take possession of any Property, or if the Trustee shall not actually receive directly from the Lessee any payment of Basic Rent, irrespective of the reason for such non-receipt; or