

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, 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, and such default shall continue for five days 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 if the Guaranty shall be terminated for any reason or if the Lease, the Assignment or the Guaranty shall be 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 if there shall be a default under any Lease; or
- (c) if any representation or warranty (i) of the company set forth in this Indenture, in the Assignment or in the Note Agreements, (ii) of Lessee set forth in the Lease or in the Assignment or (iii) of Guarantor set forth in the Guaranty or (iv) of Lessee, Lessor, Guarantor or the Company set forth 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, the Lease, the Assignment or the Guaranty shall prove to be incorrect in any material respect as of the time when the same shall have been made; or