

ARTICLE VI  
DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default; Acceleration; Waiver. In case one or more of the following events, in this Indenture referred to as the "Events of Default", shall happen and be continuing, that is to say, if

(a) payment of any installment of the principal of either Note or premium, if any, whether by acceleration or otherwise, shall not be made when the same shall become due and payable, which failure continues for a period of ten (10) days from the due date; or

(b) payment of an installment of interest on either Note shall not be made when the same shall become due and payable, which failure continues for a period of ten (10) days from the due date; or

(c) an event of default under the Agreement; or

(d) the Issuer shall default in the due and punctual performance of any covenant, condition, agreement or provision contained in either Note or this Indenture on the part of the Issuer to be performed, and such default shall continue for 30 days after written notice specifying such default shall have been given to the Issuer and the Corporation by either Lender by certified mail; provided, however, if said default be such that it cannot be corrected within the 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer or the Corporation within the 30 days period and diligently pursued until the default is corrected; or

(e) any of the Guarantors shall fail to perform any covenant, condition, agreement or obligation under Section 2.1 or Article III of the Guaranty or the Guaranty shall for any reason become unenforceable by the Lenders or any of the Guarantors shall contest the validity or enforceability of the Guaranty;

then, in each such case, unless the principal of the Notes shall have become due and payable otherwise than by acceleration, the Lenders may by written notice given to the Issuer and the Corporation declare the Notes be due and payable immediately, and upon such declaration the principal, together with interest accrued thereon, shall become due and payable immediately at the place of payment provided in the said notice, anything in this Indenture or in the Notes to the contrary notwithstanding.