

BOOK 1180 PAGE 636
210 PAGE 149

CANCELLED

- (c) failure by the Company to observe or perform any covenant contained in the first or third sentence of Section 3.03, or in Section 3.11 or 3.13; or
 - (d) if any material representation or warranty made by the Company herein or in any Officers' Certificate or in any other certificate, notice, demand or request made in writing and delivered to the Trustee or the Noteholders pursuant to or in connection with this Indenture, shall prove to be untrue or incorrect in any material respect as of the date made; or
 - (e) failure by the Company duly to observe or perform any other covenant, condition or agreement on the part of the Company, in the Notes or in this Indenture contained, and the continuation of such failure for a period of 30 days after notice specifying such failure and demanding that the same be remedied shall have been given to the Company by the Trustee, or to the Company and the Trustee by the holders of at least 25% in principal amount of the Notes then outstanding; or
 - (f) if the Trustee shall not actually receive directly from the Tenant any payment of Basic Rent under the Lease within 10 days after notice of such non-receipt shall have been given to the Tenant by the Trustee, irrespective of the reason for such non-receipt; or
 - (g) if any Event of Default other than a Non-Money Default (as such terms are defined in the Lease) shall have happened and be continuing under the Lease; or
 - (h) if by the order of a court of competent jurisdiction, a receiver or liquidator or trustee of the Company or the Trust Estate, or any part thereof, shall be appointed and shall not have been discharged within a period of 60 days, or if, by decree of such a court, the Company shall be adjudicated bankrupt or any substantial part of its property shall be sequestered and such decree shall continue undischarged or unstayed for a period of 60 days after the entry thereof, or a petition to reorganize the Company pursuant to any provision of the Federal Bankruptcy Act, or pursuant to any other similar statute applicable to the Company, as now or hereafter in effect, shall be filed against the Company and shall not be dismissed within 90 days; or
 - (i) if the Company shall file a petition in voluntary bankruptcy under any provision of any bankruptcy law, or shall make an assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or if the Company shall consent to the appointment of a receiver or receivers of all or any part of its property or of the Trust Estate or if the Company shall consent to the filing of any bankruptcy or reorganization petition against it under any provision of any bankruptcy law, or (without limitation of the generality of the foregoing) the Company shall file a petition to reorganize it pursuant to any provision of the Federal Bankruptcy Act, or pursuant to any other similar statute applicable to the Company, as now or hereafter in effect; or
 - (j) if final judgment for the payment of money shall be rendered against the Company, and the Company shall not discharge or cause the same to be discharged within 30 days from the entry thereof, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based or entered and secure a stay of execution pending such appeal;
- then and in each and every such case (to the extent permitted by applicable laws):

I. *Arrangements with Company et al.; Consultation with Noteholders.* During the continuance of any such Event of Default, subject to the provisions of Section 7.19, the Trustee may, in its discretion, enter into such arrangements with the Company as it may deem proper or appropriate or defer the taking of any action until it shall have a reasonable opportunity to consult with the Noteholders, if in its judgment the interests of the Noteholders will not be prejudiced thereby.

210 PAGE 149