**TO**(

- (D) Issuer chall have made any representation or warranty in or pursuant to this Agreement, the Lease Agreement or the Assignment which shall prove to have been false in any material respect upon the date when made;
- (E) an event of default specified in Section 10 of the Lease Agreement shall have occurred;
- (F) the Company shall violate or fail to perform any of its obligations under Sections 2, 3 or 4 of the Guaranty after 15 days written notice has been given to the Company by the Bank; or
- maturity or within any applicable period of grace, any of its indebtedness, or fail to observe or perform any term, covenant or agreement contained in any agreement or instrument by which it is bound evidencing or securing or relating to any of its indebtedness for such period of time as would cause, or would have permitted (assuming the giving of appropriate notice if required) the holder or holders thereof or of any obligations is sued thereunder to cause acceleration of the maturity thereof or of any such obligation; or
  - (H) the Company shall admit in welting its