

Section 8.1. Events of Default. If one or more of the following events (herein called Events of Default) shall have happened and be continuing:

(a) if (i) default shall be made in the payment of any Instalment Payment upon any Note, when and as the same shall become due and payable, and such default shall have continued for a period of 3 days after written notice thereof from the Trustee or the holders of not less than 20% in principal amount of the Notes to the Company, provided, however that the Company shall not be entitled to any such notice with respect to any such default occurring after two such notices have been given with respect to two separate defaults occurring during any four year period, or (ii) default shall be made in any other payment of the principal (including premium, if any) of 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, in each case, as in such Note and this Indenture provided;

(b) if any representation or warranty of the Company set forth in this Indenture, the Assignments or the Note Agreements or of the Lessees or the Guarantor in any Assignment or Guaranty shall prove to be incorrect in any material respect as of the time when the same shall have been made;

(c) if any Lease shall be terminated before the expiration of the term thereof for any reason (other than pursuant to paragraph 13(b), 15(b) or 16 thereof), or if such Lease or the Assignment of such Lease shall be amended or modified, except as expressly provided for herein or therein, or shall be hypothecated (except by such Assignment) without the prior written consent of the Trustees;

(d) if default shall be made in the due observance or performance of any covenant contained in the first or fifth sentence of Section 4.5 or in Section 4.13;

(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

Notes, or of the Guarantor contained in any Guaranty, and such default shall have continued for 30 days after written notice thereof from the Trustee or the holders of not less than 20% in principal amount of the Notes to the Company;

(f) if an event of default (as defined in the Lease) shall have occurred under a Lease by reason of which the lessor thereunder is given the right of termination, or the right to re-enter and take possession of the Property subject to such Lease, or if the Trustee shall not actually receive directly from the Lessee or the Guarantor any instalment of Lease Basic Rents within 3 days after written notice from the Trustee or the holders of not less than 20% in principal amount of the Notes that the same is due and payable, irrespective of the reason for such non-receipt, provided, however that the Lessee shall not be entitled to any such notice with respect to any such default occurring after two such notices have been given, with respect to two separate defaults occurring during any four year period;