

deemed necessary by the Issuer or the Trustee to prevent any filed financing statement from becoming misleading or losing its perfected status.

ARTICLE VIII  
EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined. Any one or more of the following shall be "events of default" under this Mortgage:

(a) Failure by the Corporation to pay as and when due and payable any payment required or secured by this Mortgage; or

(b) Failure by the Corporation to observe and perform any covenant in this Mortgage on its part to be observed or performed, other than as referred to in subsection (a) of this Section, for a period of fifteen days after written notice, specifying such failure and requesting that it be remedied, is given to the Corporation by the Issuer; provided, however, that if the failure stated in the notice can be corrected, but not within the applicable period, then such period shall be increased to such extent as shall be necessary to enable the Corporation to cure the default through the exercise of due diligence, but in no event shall any default (other than a failure by the Corporation to complete any repair, restoration or replacement) remain uncorrected, in whole or in part, for a period in excess of 90 days after notice of such default has been given in accordance with this Section 8.1(b).

(c) The occurrence of an event of default under the Agreement or the Indenture.

The foregoing provisions of subsection (b) of this Section are subject to the following limitations: if by reason of force majeure (as that term is defined in Section 10.1 of the Agreement) the Corporation is unable in whole or in part to carry out any agreement on its part herein contained, the Corporation shall not be deemed in default during the continuance of such inability.

Section 8.2. Remedies. Whenever any event of default shall have happened and be continuing, the Issuer may take any one or more of the following remedial steps:

(a) Upon the occurrence of an event of default hereunder, the Issuer may, by written notice to the Corporation declare all payments to be made by the Corporation under the Note and under Section 5.3 of the