

time, or under any rules or regulations promulgated thereunder, with respect to any employee benefit or other plan established or maintained by such Corporation covered by Title IV of such Act or to which Section 412 of the Internal Revenue Code of 1954, as amended, applies, or any such plan shall be the subject of voluntary or involuntary termination proceedings which may result in an uninsured payment or repayment liability of such Corporation to Pension Benefit Guaranty Corporation (or any successor thereto) in an amount greater than \$100,000.

Section 3.02 Default Remedies.

(a) If an Event of Default exists, the Beneficiary may declare the indebtedness secured hereby to be forthwith due and payable, whereupon the same shall become due and payable without presentment, notice of dishonor or protest thereof, which are hereby expressly waived, and the Trustee or the Beneficiary may exercise any right, power or remedy permitted to it by law and, without limiting the generality of the foregoing, the Trustee may, and, if requested by the Beneficiary and given security satisfactory to it against the costs and expenses which may be incurred thereby, shall, to the extent permitted by law:

(1) enter and take possession of the Properties, the Improvements and the Personal Property or any part thereof, exclude the Company and all persons claiming under the Company whose claims are junior to the lien of this Indenture wholly or partly therefrom, and use, operate, manage and control the same either in the name of the Company or otherwise as the Trustee or the Beneficiary shall deem best, and upon such entry, from time to time, at the expense of the Company and of the Trust Estate, make all such repairs, replacements, alterations, additions or improvements thereto as the Trustee or the Beneficiary may deem proper, and collect and receive the rents thereof and apply the same, to the extent permitted by law, to the payment of all expenses which the Trustee or the Beneficiary may be authorized to make under the provisions of this Indenture, including reasonable attorneys' fees and reasonable compensation to the Trustee for its services hereunder, the remainder to be applied to the payment of the indebtedness secured hereby until the same has been paid in full;