

department, agency, political subdivision or official of either of them or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes, blizzards, or other storms; breakage or accident to machinery; partial or entire failure of utilities; or any cause or event not reasonably within the control of the Corporation, the Corporation is unable in whole or in part to carry out its agreements herein contained, other than the obligations on the part of the Corporation contained in Sections 4.01 and hereof, the Corporation shall not be deemed in default during the continuance of such inability. The Corporation agrees, however, to use its best efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its agreements; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Corporation, and the Corporation shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Corporation unfavorable to the Corporation. The occurrence of any of the events described in paragraphs (a), (b), (d), (e), (f), (g) and (h) of this Section 9.01 shall constitute an Event of Default regardless of the reason for such failure to perform.

Promptly after the occurrence of an Event of Default under the Agreement, the Corporation will provide to the Lender and Issuer written notice signed by the chief financial officer of the Corporation, setting forth the nature of the default, the steps being taken to remedy the default, and the anticipated time that will be necessary to use the default.

SECTION 9.02. Remedies. Whenever any Event of Default referred to in Section 9.01 hereof shall have happened and be subsisting, any one or more of the following remedial steps may be taken, and provided that no remedial steps shall be taken by the Issuer or the Lender the effect of which would be to entitle the Issuer to funds necessary for the payment of principal and interest on the Note which have not yet matured unless such principal and interest shall have been declared due and payable in accordance with the Indenture and such declaration shall not have been rescinded:

(a) The Issuer, or the Lender as provided in the Indenture, may, at its option, declare all unpaid amounts payable under Section 4.01 hereof to be immediately due and payable.