

reasonably within the control of Cincinnati, Cincinnati is unable in whole or in part to carry out its agreements herein contained, other than the obligations on the part of Cincinnati contained in Section 4.01 and hereof, Cincinnati shall not be deemed in default in respect of such agreement as Cincinnati is by reason of such cause or event unable to perform during the continuance of such inability. Cincinnati 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 Cincinnati, and Cincinnati 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 Cincinnati unfavorable to Cincinnati. The occurrence of any of the events described in paragraphs (a), (b), (d), (e) and (f) of this Section 9.01 shall constitute an Event of Default regardless of the reason for such failure to perform.

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:

(a) The Recipient may, at its option, declare all unpaid amounts payable under Section 4.01 hereof to be immediately due and payable.

(b) The Recipient may take whatever action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Cincinnati under this Agreement.

SECTION 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Recipient is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Recipient to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.