

3. The Government of the United States agrees, at the written request of the Construction Agent made upon the commencement of or during said ten (10) year guarantee period, to confirm in writing said guarantees as provided in subparagraphs 1 and 2 above to the bank or other financial institution designated by the Construction Agent; and to confirm in writing any assignment by the Construction Agent of his claims hereunder, to said bank or other financial institution, made as provided in Article XXI hereof.

4. If, before the commencement of the guarantee period, set forth above, as a result of causes beyond the control and without the fault or negligence of the Construction Agent, his agents, employees, associates or financiers it should be mutually determined that the completion of all units of the project is precluded, the guarantees as provided in subparagraphs 1 and 2 above shall become effective as to all units accepted for occupancy, as of the date of the acceptance of the last unit accepted for occupancy. Should any units be accepted after such date, such units shall then be included within said guarantee for the balance of the ten (10) year period.

5. If, after the commencement of the guarantee period, the project shall become unfit for occupancy under the terms of this Contract in whole or part, except for causes arising directly out of international hostilities or Acts of God, the scope of the guarantee as provided in paragraph 2 above, shall be pro rata reduced during such period of unfitness to cover only the units of the project which are fit for occupancy.

6. If any rents are received by the Construction Agent after the annual period in which they were due, they shall be treated as rents received by the Construction Agent during such annual accounting period for the purpose of crediting the Government of the United States with payments, if any, made under the guarantees as provided under paragraphs 1 and 2 above.

7. If any rents that were due to the Construction Agent prior to commencement of the guarantee period are received by him after commencement of such period, such rents shall not be included in the amount of rents received by the Construction Agent for the purposes of the guarantees as provided in paragraphs 1 and 2 above.

ARTICLE XI

Default and Delays

1. Except as otherwise provided in Article X (1) of this agreement, the right of the Government to terminate this agreement or the guarantee herein, for failure or delay of the Construction Agent attributable to the fault or neglect of the Construction Agent to perform all the terms and conditions herein, shall not be exercised if the Construction Agent cures such failure or delay within a period of ten (10) days from occurrence or date of government notification or such longer period as may be specified by the Government's authorized representative.

2. Except as otherwise provided in Article X (1) of this agreement, the right of the Government to terminate this agreement or the guarantee herein for failure or delay of the Construction Agent to perform all the terms and conditions herein, shall not be exercised if such failure or delay arises out of causes beyond the control and without the fault of the Construction Agent. Such causes include, but are not restricted to, acts of God, hostilities, acts of any government, fire, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, unusually severe weather, and defaults of subcontractors due to any of such causes unless the Government's authorized representative shall determine that the supplies or services to be furnished by the subcon-