

which have matured

indebtedness at any time owing by Lender to or for the credit or the account of Debtor against any and all of the Obligations, whether or not Lender shall have made any demand under this Agreement and although such Obligations may be ~~unmatured~~. Lender agrees promptly to notify Debtor after any such setoff and application, provided, however, that the failure to give such notice shall not affect the validity of such setoff and application. The rights of Lender under this Paragraph are in addition to any other rights and remedies (including, without limitation, other rights of setoff) that Lender may have.

13. Debtor will indemnify and hold Lender harmless for, and pay in U.S. dollars all liabilities, losses, damages, claims, taxes, penalties, costs, fees and expenses of any kind, including attorneys' fees, imposed upon, incurred by or asserted against Lender in connection with this Agreement, the custody, care, preservation, sale or disposition of any Collateral, and the enforcement of Lender's rights hereunder. All payments hereunder shall be made without setoff or counterclaim, and free and clear of, and without deduction for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, and all interest, penalties and other liabilities with respect thereto (collectively, "Taxes"), now or hereafter imposed, levied, collected, withheld or assessed by any jurisdiction, or any department, agency, state, political subdivision or taxing authority thereof or therein. If any Taxes are so levied or imposed, Debtor agrees to pay the full amount thereof, and such additional amounts as may be necessary so that each net payment received by Lender will not be less than the amount provided for herein. Debtor will furnish to Lender within 30 days after each payment of Taxes is due, originals or certified copies of tax receipts evidencing such payment. The provisions of this Paragraph shall survive repayment of the Obligations and termination of this Agreement.

14. Any notice to Lender or Debtor shall be

effective: if sent by mail, 3 days after deposit in the mails, postage prepaid; if sent by facsimile, when sent with a confirmation received; if delivered by hand or courier, when delivered against a receipt therefor; if sent by overnight courier, on the next business day; or in the case of Paragraph 4, when given by telephone, in each case to the address below. Each party may change its address for notices by written notice to the other.

15. DEBTOR AND LENDER EACH HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED

HEREBY. In any action or proceeding arising out of or relating to this Agreement, Debtor hereby accepts, for itself and its property, the non-exclusive jurisdiction of the courts of the State of New York, and the federal courts in New York City, and agrees that effective service of process may be made on Debtor by mailing same to Debtor's address set forth below. Lender may proceed against Debtor in any other applicable jurisdiction, and may serve process in any other manner permitted by applicable law. Debtor hereby irrevocably waives any objection Debtor may now or hereafter have to the laying of venue in the aforesaid courts, and any claim that any of the aforesaid courts is an inconvenient forum. To the extent that Debtor or Debtor's property may have or hereafter acquire immunity, on the grounds of sovereignty or otherwise, from any judicial process in connection with this Agreement, Debtor hereby irrevocably waives, to the fullest extent permitted by law, any such immunity and agrees not to claim same. Debtor agrees that a final judgment in any such action or proceeding shall be conclusive, and may be enforced in any other jurisdiction by suit on the judgment or in any other permitted manner. Debtor further agrees that in any action or proceeding by Debtor against Lender in respect to any matters arising out of, or in any way relating to,

of New York and New York City

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