

this Agreement or the Obligations shall be brought only in the State and County of New York.

16. If this Agreement is signed by two or more parties as Debtor, they shall be jointly and severally liable hereunder, and the term "Debtor" as used herein shall mean the debtor parties hereto, and each of them. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be as effective as delivery of an original executed counterpart.

17. If the Obligations under this Agreement shall be owing to an Affiliate of Deutsche Bank Trust Company Americas ("DB") but DB holds the Collateral, then DB is hereby appointed, and hereby accepts such appointment, to hold the Collateral as securities intermediary and agent for the benefit of such Affiliate or, if any of the Obligations are also owed by Debtor to DB, then pro rata for the benefit of such Affiliate and DB in accordance with the principal amount owed to each of them, respectively. Debtor hereby irrevocably authorizes DB to act solely and exclusively on the entitlement orders originated by and instructions of such Affiliate in respect of the Collateral, without further consent of Debtor, and Debtor hereby irrevocably acknowledges and agrees that DB may comply with all such orders or other instructions from such Affiliate without liability to Debtor for acting or not acting in accordance with any orders or instructions given by such Affiliate, so long as this Agreement shall remain in effect. Without limiting the generality of the foregoing, Debtor, without the consent of such Affiliate, shall have no right to withdraw or transfer any Collateral (including any

lawful

cash balance) from the Collateral Account, or to give any entitlement orders or other instructions to DB in respect of the Collateral, so long as any Obligation is outstanding.

18. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICT OF LAWS). THE PARTIES AGREE THAT THE STATE OF NEW YORK IS LENDER'S JURISDICTION FOR PURPOSES OF ARTICLES 8 AND 9 OF THE UNIFORM COMMERCIAL CODE FROM TIME TO TIME IN EFFECT IN THE STATE OF NEW YORK.

19. ALL OR CERTAIN OF THE OBLIGATIONS MAY BE PAYABLE ON DEMAND. DEBTOR ACKNOWLEDGES AND AGREES THAT, IN SUCH EVENT, NO PROVISION HEREOF OR OF ANY OTHER AGREEMENT BETWEEN DEBTOR AND LENDER IS INTENDED TO OR SHALL IN ANY WAY LIMIT, PREJUDICE OR OTHERWISE AFFECT THE DEMAND NATURE OF SUCH OBLIGATIONS, AND THAT LENDER SHALL HAVE THE ABSOLUTE AND UNCONDITIONAL RIGHT TO DEMAND PAYMENT OF SUCH OBLIGATIONS IN ITS DISCRETION, REGARDLESS OF THE EXISTENCE OF ANY PROVISION HEREOF OR OF ANY COMPLIANCE OR NON-COMPLIANCE BY DEBTOR WITH ANY SUCH PROVISION.

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