

During the continuation of any period of default by Debtor

reasonably

Information, ~~without the prior written consent of Lender~~, (f) Lender may rely upon any written (including fax), telephonic or oral communication in good faith believed by Lender to have been authorized by Debtor; provided, however, that if any such communication is oral or telephonic, it shall be promptly confirmed in writing (including by fax) (but the lack of such confirmation or any conflict between such confirmation and the relevant telephonic or oral communications shall not affect any action taken by Lender in reliance on such telephonic or oral communications prior to receipt of such confirmation), (g) Debtor shall deliver to Lender from time to time as requested by Lender, financial statements prepared in accordance with sound accounting principles and consistent with the financial statements of Debtor previously delivered to Lender, certified to Lender by Debtor as true, correct and complete and accurately reflecting the financial condition of Debtor as of the date thereof, and (h) if Debtor is a corporation, partnership or other legal entity, Debtor shall not sell, transfer, pledge or encumber or permit the sale, transfer, pledge or encumbrance of any interest in Debtor, directly or indirectly, that would or might cause a change in control of Debtor.

4. Debtor further covenants and agrees to comply with the Collateral Maintenance Requirements set forth in Schedule D hereto, as same may change from time to time in Lender's discretion. If Debtor fails to comply with the Collateral Maintenance Requirements, Lender shall have all the rights and remedies of a secured party under the New York Uniform Commercial Code as then in effect (the "UCC") or other applicable law, and may, in addition to any other right or remedy available to Lender hereunder or under applicable law, without notice to or consent by Debtor, sell, liquidate or redeem so much of the Collateral as is necessary to reduce the Obligations so as to comply with the Collateral Maintenance Requirements then in effect.

5. Debtor hereby irrevocably,

unconditionally and expressly waives, to the fullest extent permitted by applicable law, all defenses, counterclaims, rights of setoff, any requirement that Lender first proceed against any guarantor or any other security, all requirements for notice of any kind, demand, protest, presentment, notice of non-payment, default or dishonor of any Obligation, notice of acceptance hereof, marshalling of assets and the like, including without limitation, any right to notice or judicial hearing in connection with Lender's taking possession of or disposition of any Collateral, any notice of any sale, transfer or other disposition by Lender of any Obligation, any requirement that Lender first proceed against Debtor, any other collateral or any other person liable for any of the Obligations, and all damages occasioned by any of the foregoing (except as finally determined by a competent court to have been the direct result of Lender's gross negligence or willful misconduct). No invalidity, irregularity or unenforceability of any Obligations shall affect, impair or be a defense to any of Debtor's obligations or agreements or any of Lender's rights or remedies hereunder. Lender may from time to time, without notice to or consent by Debtor, and without affecting or impairing Debtor's obligations or agreements or Lender's rights and remedies hereunder: (i) sell, release, exchange, settle, compromise or otherwise dispose of or deal with any property or other security for any of the Obligations, and (ii) exercise (in such order as Lender may choose), or refrain from exercising, any rights against any person liable for any Obligations. To the fullest extent permitted by law, Debtor also waives any and all rights or defenses arising by reason of (x) any "one action" or "anti-deficiency" law that would otherwise prevent Lender from bringing any action, including any claim for a deficiency, or exercising any right or remedy (including any right of set-off) against Debtor before or after the commencement or completion of any foreclosure action or sale of any collateral for the Obligations, whether judicially, by exercise of power of sale or otherwise, or (y) any other law that in any other way would otherwise require any election of

46178v12

Confidential

Confidential