

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** is made and entered into as of this 11<sup>th</sup> day of November 1998 by and between Leslie H. Wexner (the "Seller") and NES, LLC, a New York limited liability company (the "Purchaser").

### WITNESSETH:

**WHEREAS**, Nine East 71<sup>st</sup> Street Corporation, a New York corporation (the "Corporation"), all the issued and outstanding shares of capital stock of which (collectively, the "Shares") are owned by the Seller, is the record holder of a deed of legal title to the property which is known as, and located at, 9 East 71<sup>st</sup> Street, New York, New York and is more fully described on Schedule A hereto, and all improvements thereon, fixtures thereto and appurtenances thereto (collectively, the "Real Property"), which deed the Corporation holds as nominee pursuant to that certain Nominee Agreement dated as of August 24, 1989, by and between the Corporation, as nominee, and the Seller, as principal, a copy of which is attached as Exhibit B hereto (the "Nominee Agreement");

**WHEREAS**, the Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller, (a) the Shares; (b) all of the Seller's right, title and interest in and to the Real Property, including, but not limited to, the Seller's rights in and under the Nominee Agreement (the "Beneficial Interest"); and (c) all of the items of personal property contained in and upon the Real Property, which items of personal property are more fully described on Schedule C hereto (the "Personal Property" and, together with the Beneficial Interest and the Shares, the "Property"), upon the terms and conditions hereinafter set forth; and

WHEREAS, an affiliate of Purchaser is the current lessee of the Real Property pursuant to a lease agreement (the "Existing Lease");

WHEREAS, it is the purpose and intention of the parties hereto that, upon the consummation of the transactions contemplated hereby, the Purchaser will acquire good and marketable title to the Personal Property, one hundred percent (100%) of the legal title to the Real Property (indirectly, by its acquisition of the Shares) and one hundred percent (100%) of the Beneficial Interest, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements and covenants herein contained, it is hereby agreed as follows:

1. **Sale and Purchase of the Property.** At the Closing (as hereinafter defined), the Seller shall sell, convey and deliver the Property to the Purchaser, and the Purchaser shall purchase the Property from the Seller, for the consideration and upon the terms and conditions hereinafter provided.

2. **Purchase Price; Allocation of Purchase Price; Apportionments and other Adjustments; Water Meter and Installment Assessments; Allowance for Unpaid Taxes.**

2.1. As consideration for the Property, the Purchaser shall pay to the Seller the purchase price of Twenty Million Dollars (\$20,000,000) (the "Purchase Price").

2.2. The Purchaser shall pay the Purchase Price to the Seller, against delivery of the items set forth in Section 4.2.1 hereof, by paying to the Seller at the Closing Ten Million

Dollars (\$10,000,000) by certified or cashier's check payable to the Seller or by wire transfer to an account designated by the Seller, of immediately available funds, and delivering to the Seller at the Closing the Purchaser's promissory note, in the form attached as Exhibit D hereto (the "Note"), payable on December 31, 1999 to the order of the Seller in the principal amount of Ten Million Dollars (\$10,000,000), together with interest on the unpaid principal balance of the Note at the rate of four and five-tenths (4.5%) percent per annum. Payment of the Note shall be guaranteed by Jeffrey E. Epstein, as provided in a Guaranty in the form of Exhibit E hereto (the "Guaranty").

2.3. The parties hereto agree that the Purchase Price shall be allocated between the Shares and the Beneficial Interest, on the one hand, and the Personal Property, on the other hand, as set forth on Schedule F hereto.

2.4. To the extent applicable, the following items in respect of the Real Property shall be apportioned as of midnight on the day before the day of the Closing:

2.4.1. taxes, water charges, and sewer rents, on the basis of the fiscal period for which the same have been or will be assessed;

2.4.2. fuel; and

2.4.3. vault charges.

2.5. If the Closing shall occur before a new tax rate is fixed, the apportionment of taxes in respect of the Real Property shall be upon the basis of the tax rate for the immediately preceding fiscal period applied to the latest assessed valuation of the Real Property.

2.6. If there is a water meter on the Real Property, the Seller shall furnish a reading to a date not more than 30 days prior to the Closing, and the unfixed meter charge and the sewer rent, if any, shall be apportioned on the basis of such last reading.

2.7. If, at the date of the Closing, the Real Property is affected by an assessment which is or may become payable in annual installments, then all unpaid installments shall be assumed by Purchaser.

2.8. Any errors or omissions in computing apportionments or other adjustments at the Closing shall be corrected within a reasonable time following the Closing. The provisions of this Section 2.8 shall survive the Closing.

2.9. The Seller has the option to credit the Purchaser, as an adjustment to the Purchase Price, with the amount of any unpaid taxes, assessments, water charges, and sewer rents in respect of the Real Property, together with any interest and penalties thereon to a date not less than five (5) business days after the Closing, provided that official bills therefor computed to said date are produced at the Closing.

2.10. As of the Closing, the Purchaser shall place all utilities and other services serving the Real Property in the name of the Purchaser and the Purchaser shall be responsible for all charges attributable to the date of Closing and thereafter.

3. **Transfer Taxes.** The Seller shall pay all New York State real estate transfer taxes, including, but not limited to, the transfer taxes under Sections 1402 and 1402-a of the New York State Tax Law, and all New York City real property transfer taxes due as a result of

the purchase and sale of the Property pursuant to this Agreement. The provisions of this Section 3 shall survive the Closing.

4. Closing.

4.1. The closing of the transactions contemplated by this Agreement (the "Closing") shall be held immediately upon the execution and delivery of this Agreement by the parties hereto, or on such other date, and at such other time, as shall be mutually agreed upon by the parties hereto. The Closing shall be held at a place mutually agreed upon by the parties hereto.

4.2. At the Closing:

4.2.1. The Seller shall deliver the following to the Purchaser:

(a) certificates for the Shares, title to which shall be free and clear of all mortgages, liens, security interests, pledges, charges, claims, conditional sales or other agreements, and all other encumbrances and adverse interests of any kind, character and description whatsoever, duly endorsed for transfer to the Purchaser or accompanied by separate, duly executed, blank stock powers;

(b) a certificate of incumbency, signed by the Seller, with respect to the then incumbent officers and directors of the Corporation;

(c) the resignations of the then incumbent officers and directors of the Corporation, including, but not limited to, the resignation of the Seller as a

director and the President of the Corporation, effective upon the consummation of the transactions contemplated by this Agreement;

(d) all books and records of the Corporation, including, but not limited to, the Corporation's tax returns, minute book and stock transfer ledger;

(e) the official seal, if any, of the Corporation;

(f) an Assignment and Assumption Agreement relating to the Beneficial Interest in the form of Exhibit H hereto (the "Assignment and Assumption Agreement"), duly executed by the Seller, whose signature shall be notarized;

(g) a Bill of Sale in the form of Exhibit I hereto for the Personal Property;

(h) a certification stating that the Seller is not a foreign person, which certification shall be in the form then required by "FIRPTA" (as hereinafter defined); provided, however, that, in the event that the Seller fails to deliver the same, the Purchaser shall deduct and withhold from the Purchase Price a sum equal to ten (10%) percent thereof (or any lesser amount permitted by law) and after the Closing shall remit the withheld amount with the required forms to the Internal Revenue Service (such obligation shall survive the Closing); and

(i) an affidavit of the Seller in compliance with state and local law requirements to the effect that there is installed on the Real Property a smoke detecting alarm device or smoke detecting alarm devices.

4.2.2. The Purchaser shall pay to the Seller the Purchase Price in the manner provided in Section 2.2 hereof and shall deliver to the Seller the Guaranty, which shall

have been duly executed by Jeffrey E. Epstein and the Assignment and Assumption Agreement, duly executed by a duly authorized representative of the Purchaser, whose signature shall be notarized.

4.2.3. The parties hereto shall properly complete, execute and deliver at the Closing (i) all real estate transfer tax returns required by the laws of the State of New York and the City of New York, including, but not limited to, Form TP-584 and Form NYC-RPT, to be filed as a result of the sale and purchase of the Property pursuant to this Agreement and (ii) such other documents as may be reasonably required to consummate the transactions contemplated in this Agreement. After the Closing, the Seller shall file all real estate transfer tax returns in the offices of the State of New York and City of New York in which they are required to be filed and shall pay all real estate transfer taxes due as a result of the purchase and sale of the Property pursuant to this Agreement (such obligations shall survive the Closing).

5. **Representations and Warranties.**

5.1. The Seller represents and warrants to the Purchaser that:

5.1.1. The Corporation is duly incorporated, validly existing and in good standing under the laws of the State of New York, and has all requisite power, corporate or otherwise, and authority to own, lease and operate its properties and carry on its business as and in the places where such properties are now owned, leased or operated or such business is now being conducted.

5.1.2. The Seller has all requisite power and authority to enter into this Agreement and to assume and perform his obligations hereunder, and no further action or approval is required, in order to constitute this Agreement as a valid, binding and enforceable obligation of the Seller. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, the fulfillment of the terms, conditions and provisions hereof, and the compliance with the terms, conditions and provisions hereof: (a) do not and will not conflict with, or violate, any provision of the Certificate of Incorporation or by-laws of the Corporation; (b) do not and will not conflict with, or result in any breach of, any term, condition, or provision of, or constitute a default under, or give rise to any right of termination, modification, cancellation or acceleration under (whether after the giving of notice or lapse of time, or both), any contract, mortgage, lien, lease, agreement, indenture, license, franchise, instrument, order, judgment, writ, or decree to which either the Seller or the Corporation is a party, or which is, or purports to be, binding upon any of the Seller, the Corporation, or the Property; (c) do not and will not be in violation of any statute, law, rule or regulation applicable to any of the Seller, the Corporation, or the Property; and (d) do not and will not result in the creation or imposition of any lien, charge, pledge, security interest, or any other encumbrance upon any of the Property.

5.1.3. The Seller is, and, until the consummation of the transactions contemplated hereby, will be, the sole owner of the Shares, with the full right and power to sell, convey and deliver them. There are not, and, until the consummation of the transactions contemplated hereby, will not be, any treasury shares of the Corporation, nor any outstanding

options, warrants or other rights to acquire shares of the capital stock of the Corporation, except for the right of the Purchaser to purchase the Shares pursuant to this Agreement.

5.1.4. At the Closing, the Seller will deliver the Shares to the Purchaser free and clear of all mortgages, liens, security interests, pledges, charges, claims, conditional sales or other agreements, and all other encumbrances and adverse interests of any kind, character or description whatsoever; or the Seller will deliver to the Purchaser at the Closing all requisite terminations, releases and/or satisfactions executed in forms suitable for filing and/or recording, so as to remove of record, at the Seller's expense, any such mortgages, liens, security interests, pledges, charges, claims, conditional sales or other agreements, or other encumbrances or adverse interests of any kind, character or description whatsoever.

5.1.5. The Shares were duly issued, fully paid for and are non-assessable.

5.1.6. Neither the Seller nor the Corporation is indebted for labor or material which might result in the filing of a notice of mechanic's lien against the Real Property or the Personal Property.

5.1.7. [Intentionally Omitted.]

5.1.8. The Corporation and the Seller, together, hold, and at the Closing will hold, one hundred percent (100%) of the legal title and beneficial interest in and to the Real Property and the Personal Property, free and clear of all mortgages, liens, security interests, pledges, charges, claims, conditional sales or other agreements, leases, licenses, and other rights to occupy or use the same, other than the Existing Lease, and there are no encumbrances or

adverse interests of any kind, character or description whatsoever, except for those matters (i) listed as exceptions on the policy of title insurance covering the Real Property which was issued to the Corporation and is attached as Exhibit J hereto; (ii) which would be disclosed by a search of the public records; (iii) set forth on the survey attached hereto as Exhibit L; and (iv) created by the execution and delivery of the Nominee Agreement.

5.1.9. No action, suit, claim, arbitration, or governmental investigation or proceeding, whether legal or administrative or in mediation or arbitration, is pending, threatened in writing, or, to the Seller's actual knowledge, otherwise threatened, at law, equity or admiralty, before or by any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, against or affecting the Corporation or the Property; nor is there any bona fide basis for any such action, suit, claim, arbitration, or governmental investigation or proceeding based upon any action or willful omission of the Seller.

5.1.10. Neither the Seller nor the Corporation has received any written notice of the existence of any violation of any federal, state and local environmental statutes, laws, rules, regulations and ordinances (hereinafter collectively referred to as "Environmental Laws") applicable to the Real Property or the Personal Property. In connection with the use and/or occupancy of the Real Property and/or the Personal Property, neither the Seller nor the Corporation has received any written notice of any federal, state or local investigation to determine whether any remedial action is needed to address the presence, disposal, release or threatened release into the environment of any hazardous materials regulated by any of such

Environmental Laws. Each of the parties hereto acknowledges that, under the specific provisions of certain Environmental Laws, such party may be subject to liability, whether for indemnification, contribution or otherwise, for violations of such Environmental Laws, notwithstanding any contrary provisions contained in this Agreement; provided, however, that nothing provided in this Agreement will be construed to expand or limit any representations and warranties contained in this Section 5.1.10 beyond that which is expressly provided in the first two sentences of this Section 5.1.10.

5.1.11. All financial information, statements and reports relating to the Corporation which have been requested and reviewed by the Purchaser are accurate and correct in all material respects and none of the same contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements or facts contained therein not misleading.

5.1.12. The Corporation has, and at the Closing will have, duly filed all federal, state, and city income, excise, sales, property, withholding, social security, franchise, license, information returns and other tax returns and reports required to have been filed by the Corporation through the date of this Agreement. Each such return is true, correct and complete and, at the Closing, the Corporation will have paid all due and payable taxes to the appropriate taxing authorities with respect to all periods prior to the Closing required to have been paid by it.

5.1.13. The Seller is not a "foreign person," as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Section 1445 of the Internal

Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder (collectively, "FIRPTA").

5.1.14. Exhibit B hereto is a true, complete and correct copy of the Nominee Agreement, which is in full force and effect and has not been modified, amended or changed in any way whatsoever from the form attached hereto; the Nominee Agreement is valid and binding upon, and fully enforceable against, the Seller in accordance with the terms thereof.

5.1.15. To the Seller's actual knowledge, neither this Agreement, nor the representations and warranties by the Seller contained herein, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements or facts contained herein not misleading.

5.2. Except as set forth in this Agreement, the Seller makes no representation or warranty regarding the physical condition of the Real Property or the Personal Property, which the Purchaser has inspected and will purchase "as is" "where is" in the condition which the same are in on the date hereof.

5.3. The Purchaser represents and warrants to the Seller that:

5.3.1. The Purchaser is duly organized, validly existing and in good standing under the laws of the State of New York, and has all requisite power and authority to own, lease and operate its properties and carry on its business as and in the places where such properties are now owned, leased or operated or such business is now being conducted.

5.3.2. The Purchaser has all requisite power and authority to enter into this Agreement and to assume and perform its obligations hereunder. The execution and delivery of this Agreement, and the performance by the Purchaser of its obligations hereunder, have been duly and validly authorized by all necessary action, and no further action or approval is required, in order to constitute this Agreement as a valid, binding and enforceable obligation of the Purchaser. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, the fulfillment of the terms, conditions and provisions hereof, and the compliance with the terms, conditions and provisions hereof: (a) do not and will not conflict with, or violate, any provision of the Articles of Organization or the Operating Agreement of the Purchaser; (b) do not or will not conflict with, or result in any breach of, any term, condition, or provision of, or constitute a default under, or give rise to any right of termination, modification, cancellation or acceleration under (whether after the giving of notice or lapse of time, or both), any contract, mortgage, lien, lease, agreement, indenture, license, franchise, instrument, order, judgment, writ, or decree to which the Purchaser is a party, or which is, or purports to be, binding upon the Purchaser; (c) do not and will not be in violation of any statute, law, rule or regulation applicable to the Purchaser; and (d) do not and will not result in the creation or imposition any lien, charge, pledge, security interest, or any other encumbrance upon any of the assets of the Purchaser.

5.3.3. The Purchaser is acquiring the Shares for the Purchaser's own account with the present intention of holding such securities for purposes of investment and not with a view toward the distribution thereof, and the Purchaser has no intention of selling or

otherwise transferring such securities in violation of the federal securities laws or any applicable state securities laws. The Purchaser is able to bear the economic risk of an investment in the Shares for an indefinite period of time.

5.3.4. The Purchaser acknowledges that the Shares are being sold under exemptions from registration provided in the Securities Act of 1933 and under applicable state securities laws and, therefore, cannot be sold unless subsequently registered under the Securities Act of 1933 or applicable state securities laws or an exemption from such registration is available. The certificate evidencing the Shares shall be imprinted with a legend referring to such restrictions on transfer.

5.3.5. The Purchaser has had the opportunity to ask questions and receive answers from the Seller and the Corporation's officers concerning the Corporation and the Shares and has been given access to and has obtained whatever information concerning the Corporation and the Shares as has been deemed necessary by the Purchaser in order to make the Purchaser's investment decision; provided, however, that nothing provided in this Section 5.3.5 shall be deemed to relieve the Seller from any liability provided for in this Agreement in connection with the breach of any representation or warranty contained in this Section 5.

5.3.6. The Purchaser is an "accredited investor" (as such term is defined in Rule 501(a) under the Securities Act of 1933) and has such knowledge and experience in business and financial matters that the Purchaser is capable of evaluating the merits and risks of an investment in the Shares.

5.3.7. To the Purchaser's actual knowledge, neither this Agreement, nor the representations and warranties by the Purchaser contained herein, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements or facts contained herein not misleading.

5.4. The representations and warranties contained in this Section 5 shall survive the Closing for a period of three (3) years after the date of Closing, except with respect to any breach for which a party hereto has commenced a claim for indemnity under the provisions of Section 6 hereof, in which case such representation or warranty shall survive until such claim for indemnity has been finally resolved.

5.5 As used in this Agreement, the phrase "actual knowledge" shall mean the actual knowledge, without investigation, of Leslie H. Wexner, when used to refer to the Seller's state of mind, and of Jeffrey E. Epstein, when used to refer to the Purchaser's state of mind.

5.6. Notwithstanding anything in this Agreement to the contrary, the representations and warranties of the Seller set forth in Section 5.1 hereof shall not be applicable to the Purchaser, and the Purchaser shall not be deemed to have relied upon such representations and warranties, with respect to any matter or circumstance: (i) caused, directly or indirectly, by the Purchaser or Jeffrey E. Epstein or an affiliate of either; or (ii) within the Purchaser's actual knowledge.

6. **Indemnification; Attorney's Fees.**

6.1. The Seller shall indemnify, defend, save and hold harmless the Purchaser from and against any and all losses, claims, actions, causes of action, damages, liabilities, charges, costs, fees and expenses (including, but not limited to, reasonable attorney's fees and disbursements), imposed upon, assessed against, incurred by, or resulting to, the Purchaser as a consequence of (a) any facts or circumstances constituting a breach of any of the representations and warranties provided in Section 5.1 hereof, or (b) any breach by the Seller of any of the provisions of this Agreement.

6.2. The Purchaser shall indemnify, defend, save and hold harmless the Seller from and against any and all losses, claims, actions, causes of action, damages, liabilities, charges, costs, fees and expenses (including, but not limited to, reasonable attorney's fees and disbursements), imposed upon, assessed against, incurred by, or resulting to, the Seller as a consequence of (a) any facts or circumstances constituting a breach of any of the representations and warranties provided in Section 5.3 hereof, or (b) any breach by the Purchaser of any of the provisions of this Agreement.

6.3. Notwithstanding the foregoing or any other provision of this Agreement to the contrary: An indemnified party shall not be entitled to indemnification under this Section 6 unless the aggregate of the indemnifying party's indemnification obligations to the indemnified party pursuant to this Section 6 exceeds \$50,000.00; and an indemnifying party in

no event shall have any liability for indemnification obligations under this Section 6 in excess of \$20,000,000.00.

6.4. The indemnification provided in this Section 6 shall be the exclusive remedy and recourse available to any party to this Agreement with respect to the inaccuracy or breach of any representation or warranty contained in this Agreement. The provisions of this Section 6 shall survive the Closing; provided, however, that no action seeking indemnity under this Section 6 for the breach of any representation or warranty contained in this Agreement shall be commenced after the lapse of three (3) years following the date of Closing.

6.5 In any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive, and the non-prevailing party shall pay, the prevailing party's costs and expenses of such action or proceeding, including, but not limited to, reasonable attorney's fees and disbursements paid or incurred by the prevailing party in respect of such action or proceeding. The prevailing party shall be entitled to an award of such costs and expenses in addition to any and all other relief granted or awarded to the prevailing party in such action or proceeding.

7. **Intention of the Parties Hereto.** It is the purpose and intention of the parties hereto that, upon the consummation of the transactions contemplated hereby, (a) the Purchaser will acquire good and marketable title to the Personal Property, one hundred percent (100%) of the legal title to the Real Property (indirectly, by the acquisition of the Shares) and one hundred percent (100%) of the Beneficial Interest, and (b) the Purchaser shall have all rights necessary

to transfer or convey fee simple title to the Real Property, subject only to any required corporate action by the Corporation. The Seller shall, at the Seller's sole cost and expense, execute all such instruments, agreements and other documents, and take all such further action, as the Purchaser may reasonably request at any time and from time to time in order to give effect to such purpose and intention (such obligation shall survive the Closing).

8. **Specific Performance.** It is understood and agreed by the parties hereto that the Property is unique and that, in the event that the Seller breaches (i) his obligation to sell the Property to the Purchaser or (ii) his obligations under Section 7 hereof, there will be no remedy at law adequate to compensate the Purchaser monetarily for such breach. Therefore, in the event of such a breach, the Purchaser shall be entitled to specific performance and injunctive or other equitable relief, and the Seller hereby waives any claim it may have that there is an adequate remedy at law. The provisions of this Section 8 shall survive the Closing.

9. **Brokers.** Each party hereto represents and warrants to the other party hereto that he or it has not dealt with any person acting as a broker, whether licensed or unlicensed, in connection with the transactions contemplated by this Agreement. The provisions of this Section 9 shall survive the Closing.

10. **Notices.** Each notice or other communication (hereinafter referred to as a "Notice") or document to be given under this Agreement shall be in writing and shall be

delivered in person, by complete and legible facsimile transmission, via reputable overnight courier, or by first class registered or recorded delivery post to the party hereto to which it is directed at the address of such party specified below. Any Notice or document shall be deemed to be duly given at the time when the same is left at the address of the party to be served, or (if served by facsimile transmission or overnight courier) the business day immediately following the day of the transmission or delivery to the overnight courier, or (if served by post) on the third business day following the day of posting.

Notices to the Seller shall be sent to:

Leslie H. Wexner  
One Whitebarn Road

[REDACTED]

With a copy sent to:

Vorys, Sater, Seymour and Pease LLP

[REDACTED]

Attention: Dan L. Jaffe, Esq.

Notices to the Purchaser shall be sent to:

NES, LLC

[REDACTED]

With a copy sent to:

Darren K. Indyke, Esq.

[REDACTED]

Either party hereto may change the address or fax number to which Notices or documents shall be sent hereunder by giving the other party hereto notice of such change in accordance with the provisions of this Section 10.

11. **Severability.** The covenants, terms, conditions and provisions of this Agreement are intended to be and shall be deemed severable and if any of the covenants, terms, conditions or provisions of this Agreement is held invalid for any reason, such invalidity shall not affect the other covenants, terms, conditions and provisions hereof which can be given effect without the invalid covenant, term, condition or provision.

12. **Applicable Law; Jurisdiction.**

12.1. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, applicable to contracts executed and to be fully performed therein, without giving effect to its principles of conflicts of law.

12.2. Each of the Seller and the Purchaser irrevocably and unconditionally submits to the exclusive jurisdiction of any state or federal court sitting in the State, City and County of New York over any suit, action or proceeding arising out of, or relating to, this Agreement or the transactions contemplated hereby. Each party hereto agrees that service of any process, summons, notice or document by U.S. registered mail addressed to the other party hereto shall be effective service of process for any action, suit or proceeding brought in any such court. Each party hereto irrevocably and unconditionally waives any objection to

the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Each party hereto agrees that a final, non-appealable judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon such party and may be enforced in any other courts to whose jurisdiction such party is or may be subject, by suit upon judgment.

13. **Titles.** The titles used in this Agreement are for convenience only and are not to be considered in construing the intent or meaning of the terms of this Agreement.

14. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, assigns, heirs and personal representatives.

15. **Entire Agreement.** This Agreement, including the schedules and exhibits hereto, which are incorporated herein by this reference, contains the entire agreement of the parties hereto concerning the subject matter hereof, and supersedes any and all prior understandings, commitments, agreements, representations, warranties, covenants, terms and conditions between the parties hereto concerning the subject matter hereof, which prior understandings, commitments, agreements, representations, warranties, covenants, terms and