
such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient; and (B) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (A) of notification that such notice or communication is available and identifying the website address therefor.

(ii) The Borrower understands that the distribution of materials through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution, and agrees and assumes the risks associated with such electronic distribution, except to the extent caused by the willful misconduct or gross negligence of the Administrative Agent (including any violation of law by the Administrative Agent constituting any of the foregoing), as determined by a final, non-appealable judgment of a court of competent jurisdiction.

(iii) The Platform and any Approved Electronic Communications are provided “as is” and “as available”. None of the Administrative Agent or any of its Related Parties warrants the accuracy, adequacy, or completeness of the Approved Electronic Communications or the Platform, and each of the Administrative Agent and its Related Parties expressly disclaims liability for errors or omissions in the Platform and the Approved Electronic Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects, is made by the Administrative Agent or any of its Related Parties in connection with the Platform or the Approved Electronic Communications.

(iv) The Borrower and each Lender agrees that the Administrative Agent may, but shall not be obligated to, store any Approved Electronic Communications on the Platform in accordance with the Administrative Agent’s customary document retention procedures and policies.

(v) In distributing any Confidential Information through, or storing any Confidential Information on, the Platform, the Administrative Agent shall use the security features and functionality of the Platform that are at least as protective as those employed by it with respect to confidential materials of similar nature of its other clients. Each of the Administrative Agent and the Lenders shall grant access to any such Confidential Information distributed or stored on the Platform only to those of its employees as constitute persons to whom disclosure of Confidential Information is permitted under Section 9.17 (it being further understood and agreed that (A) each such person shall use any such Confidential Information only in connection with this Agreement and the other Credit Documents and (B) the Administrative Agent or such Lender, as the case may be, shall be responsible for compliance by such person with the terms of Section 9.17 with respect to any such Confidential Information).

(c) *Notices of Default or Event of Default.* Any notice of Default or Event of Default may be provided by telephone if confirmed promptly thereafter by delivery of written notice thereof.

Section 9.02. Expenses. The Borrower agrees to pay (a) the reasonable fees and expenses of outside counsel incurred by the Administrative Agent, the Arranger and their respective Affiliates in connection with the post-closing administration of the Credit Documents or any amendments, modifications or waivers of the provisions of any Credit Document (whether or not the transactions contemplated thereby shall be consummated); *provided* that the Borrower shall not be required to reimburse the legal fees and expenses of more than one outside counsel (and appropriate local counsel) for all Persons covered under this clause (a), unless there are actual or potential conflicting interests between or among such persons arising out of the matters within the scope of this clause (a), and (b) after the occurrence of a Default or an Event of Default, all costs and expenses, including reasonable fees, expenses and disbursements of outside counsel and costs of settlement, incurred by the Administrative Agent or any Lender in enforcing any Obligations of or in collecting any payments due from any Credit Party hereunder or under the other Credit Documents or in connection with any refinancing or restructuring of the credit arrangements provided hereunder in the nature of a “**work-out**” or pursuant to any insolvency or bankruptcy cases or proceedings. All amounts due under this Section 9.02 shall be payable promptly after written demand therefor.

Section 9.03. Indemnity. (a) In addition to the payment of expenses pursuant to Section 9.02, the Borrower agrees to indemnify, pay and hold harmless the Administrative Agent (and any sub-agent thereof), the Arranger, each Lender and each Related Party of any of the foregoing (each, an “**Indemnitee**”), from and against any and all Indemnified Liabilities; *provided* that the Borrower shall have no obligation to any Indemnitee under this paragraph with respect to (i) any Indemnified Liabilities to the extent such Indemnified Liabilities arise from (x) the gross negligence or willful misconduct of such Indemnitee, in each case, as determined by a final, non-appealable judgment of a court of competent jurisdiction or (y) a claim brought by the Borrower or any Subsidiary of the Borrower against any Indemnitee for material breach of such Indemnitee’s express obligations hereunder (including, for the avoidance of doubt, any failure by such Indemnitee to comply with its obligation to fund any portion of its Loans as required hereby) or under any other Credit Document, if the Borrower or such Subsidiary has obtained a final, non-appealable judgment of a court of competent jurisdiction in its favor on such claim or (ii) any settlement with respect to such Indemnified Liabilities which is entered into by such Indemnitee without the Borrower’s written consent (such consent not to be unreasonably withheld or delayed taking into account, among other relevant matters, the likelihood of non-monetary injury to each Indemnitee). To the extent that the undertakings to indemnify, pay and hold harmless set forth in this paragraph may be unenforceable in whole or in part because they are violative of any law or public policy, the Borrower shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all Indemnified Liabilities incurred by Indemnitees or any of them. All amounts due under this paragraph shall be payable promptly after written demand therefor. This Section

9.03(a) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(b) To the extent permitted by applicable law, the Borrower shall not assert, and hereby waives, for itself and on behalf of its Affiliates, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages), whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement, arising out of, in connection with, as a result of or in any way related to this Agreement or any other Credit Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof or any act, omission or event occurring in connection therewith, and the Borrower, for itself and on behalf of its Affiliates, hereby waives, releases and agrees not to sue upon any such claim or any such damages, whether or not accrued and whether or not known or suspected to exist in its or their favor.

Section 9.04. Set Off. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, if an Event of Default shall have occurred and is continuing, each Lender is hereby authorized by the Borrower at any time or from time to time, without notice to the Borrower or any other Person (other than the Administrative Agent), but subject to the approval of the Requisite Lenders, any such notice being hereby expressly waived, to set off and to appropriate and to apply any and all deposits (general or special, time or demand, provision or final, in whatever currency, including Indebtedness evidenced by certificates of deposit, whether matured or unmatured, but excluding trust accounts) or other amounts at any time held or owing by such Lender to or for the credit or the account of the Borrower against and on account of the obligations then due of the Borrower to such Lender hereunder and under the other Credit Documents, irrespective of whether or not such Lender shall have made any demand hereunder.

Section 9.05. Amendments and Waivers. (a) *Requisite Lenders' Consent.* None of this Agreement, any other Credit Document or any provision hereof or thereof may be waived, amended or modified, and no consent to any departure by any Credit Party therefrom may be made, except, subject to paragraphs (b) and (c) below, in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrower and the Requisite Lenders and, in the case of any other Credit Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Credit Party or Credit Parties that are parties thereto, in each case with the consent of the Requisite Lenders; *provided* that any provision of this Agreement or any other Credit Document may be amended by an agreement in writing entered into by the Borrower and the Administrative Agent to cure any ambiguity, omission, defect or inconsistency so long as, in each case, the Lenders shall have received at least five Business Days' prior written notice thereof and the Administrative Agent shall not have received, within five Business Days of the date of such notice to the Lenders, a written notice from the Requisite Lenders stating that the Requisite Lenders object to such amendment.

(b) *Affected Lenders' Consent.* Without the written consent of each Lender that would be directly affected thereby, no waiver, amendment or other modification of this Agreement or any other Credit Document, or any consent to any departure by any Credit Party therefrom, shall be effective if the effect thereof would be to:

(i) increase any Commitment or postpone the scheduled expiration of any Commitment (it being understood that no waiver, amendment or other modification of any condition precedent, covenant, Default or Event of Default shall constitute an increase in any Commitment of any Lender);

(ii) extend the scheduled final maturity date of any Loan;

(iii) waive or postpone the payment of interest on any Loan or any fee payable hereunder;

(iv) reduce the rate of interest on any Loan (other than any waiver of any increase in the interest rate applicable to any Loan pursuant to Section 2.07) or any fee payable hereunder;

(v) reduce the principal amount of any Loan;

(vi) waive, amend or otherwise modify any provision of Section 9.05(a) or this Section 9.05(b) or any other provision of this Agreement that expressly provides that the consent of all Lenders is required to waive, amend or otherwise modify any rights thereunder or make any determination or grant any consent thereunder;

(vii) amend the definition of term "**Requisite Lenders**" or the term "**Pro Rata Share**";

(viii) release all or substantially all of the Subsidiary Guarantors from the Guarantee under the Guarantee Agreement (except as expressly provided in the Credit Documents); or

(ix) consent to the assignment or transfer by any Credit Party of any of its rights and obligations under any Credit Document;

provided that, for the avoidance of doubt, all Lenders shall be deemed directly affected by any matter described in clauses (vi), (vii), (viii) and (ix).

(c) *Other Consents.* No waiver, amendment or other modification of any Credit Documents or any provision thereof, or any consent to any departure by any Credit Party therefrom, shall waive, amend or otherwise modify any provision of Article 8 as the same applies to the Administrative Agent, or any other provision of any Credit Document as the same applies to the rights or obligations of the Administrative Agent, in each case without the consent of the Administrative Agent.

(d) *Requisite Execution of Amendments, Etc.* The Administrative Agent may, but shall have no obligation to, with the concurrence of any Lender, execute waivers, amendments, modifications or consents on behalf of such Lender. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on any Credit Party in any case shall entitle any Credit Party to any other or further notice or demand in similar or other circumstances. Any waiver, amendment, modification or consent effected in accordance with this Section 9.05 shall be binding upon each Person that is, at the time of the effectiveness thereof, a Lender and each Person that subsequently becomes a Lender and, if signed by a Credit Party, upon such Credit Party.

Section 9.06. Successors and Assigns; Participations. (a) *Generally.* This Agreement shall be binding upon the parties hereto and their respective successors and assigns permitted hereby and shall inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby. None of the Borrower's rights or obligations hereunder, nor any interest therein, may be assigned or delegated without the prior written consent of all the Lenders (and any attempted assignment or delegation by the Borrower without such consent shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, the participants referred to in Section 9.06(g) (to the extent provided in clause (iii) of such Section), the Arranger and, to the extent expressly contemplated hereby, the Related Parties of any of the Administrative Agent, the Arranger or any Lender) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) *Register.* The Borrower, the Administrative Agent and the Lenders shall deem and treat the Persons listed as Lenders in the Register as the holders and owners of the corresponding Commitments and Loans listed therein for all purposes hereof, and no assignment or transfer of any such Commitment or Loan shall be effective, in each case, unless and until recorded in the Register following receipt by the Administrative Agent of a fully executed Assignment Agreement effecting the assignment or transfer thereof, together with the required forms and certificates regarding tax matters and any fees payable in connection with such assignment, in each case, as provided in Section 9.06(d). Each assignment shall be recorded in the Register promptly following receipt by the Administrative Agent of the fully executed Assignment Agreement and all other necessary documents and approvals, prompt notice thereof shall be provided to the Borrower and a copy of such Assignment Agreement shall be maintained, as applicable. The date of such recordation of an assignment or transfer shall be referred to herein as the "**Assignment Effective Date.**" Any request, authority or consent of any Person that, at the time of making such request or giving such authority or consent, is listed in the Register as a Lender shall be conclusive and binding on any subsequent holder, assignee or transferee of the corresponding Commitments or Loans.

(c) *Right to Assign.* Each Lender shall have the right, subject to the notice and consent requirements set forth below in this Section 9.06(c), at any time to assign or transfer all or a portion of its rights and obligations under this Agreement, including all or a portion of its Commitment and the Loans owing to it, to:

(i) any Eligible Assignee upon the giving of notice to, and the receipt of the prior written consent of, the Borrower and the Administrative Agent (the consent of the Administrative Agent not to be unreasonably withheld); *provided* that the consent of the Borrower shall not be required (A) for an assignment to an Eligible Assignee of the type referred to in clause (a) of the definition of such term or (B) if an Event of Default shall have occurred and is continuing; and

(ii) in the case of any such assignment or transfer (other than to any Person meeting the criteria of clause (a) of the definition of the term “**Eligible Assignee**”), the amount of the Commitment or Loans of the assigning Lender subject thereto shall not be less than \$100,000,000 (or such lesser amount as may be agreed to by the Borrower and the Administrative Agent or as shall constitute the entire remaining amount of the Commitment or Loans of the assigning Lender); and

(iii) each partial assignment or transfer shall be of a uniform, and not varying, percentage of all rights and obligations of the assigning Lender hereunder.

(d) *Mechanics.* Assignments and assumptions of Loans and Commitments by Lenders shall be effected by manual execution and delivery to Administrative Agent of an Assignment Agreement. Assignments made pursuant to the foregoing provision shall be effective as of the Assignment Effective Date. In connection with all assignments there shall be delivered to the Administrative Agent such forms, certificates or other evidence, if any, with respect to United States federal income tax withholding matters as the assignee under such Assignment Agreement may be required to deliver pursuant to Section 2.16(c), together with payment to the Administrative Agent of a registration and processing fee of \$3,500 (except that no such registration and processing fee shall be payable (i) in connection with an assignment by or to JPMCB or any Affiliate thereof or (ii) in the case of an assignee that is already a Lender or is an Affiliate or Related Fund of a Lender or a Person under common management with a Lender).

(e) *Representations and Warranties of Assignee.* Each Lender, upon execution and delivery hereof or upon succeeding to an interest in the Commitments and Loans, as the case may be, represents and warrants as of the Closing Date or as of the Assignment Effective Date that (i) it is an Eligible Assignee, (ii) it has experience and expertise in the making of or investing in commitments or loans such as the applicable Commitments or Loans, as the case may be and (iii) it will make or invest in, as the case may be, its Commitment or Loans for its own account in the ordinary course and without a view to distribution of such Commitment or Loans within the meaning of the Securities Act or the Exchange Act or other federal securities laws (it being understood that, subject to the provisions of this Section 9.06, the disposition of such Commitment or Loans or any interests therein shall at all times remain within its exclusive control).

(f) *Effect of Assignment.* Subject to the terms and conditions of this Section 9.06, as of the “**Assignment Effective Date**” (i) the assignee thereunder shall

have the rights and obligations of a “**Lender**” hereunder to the extent of its interest in the Loans and Commitments as reflected in the Register and shall thereafter be a party hereto and a “**Lender**” for all purposes hereof; (ii) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned to the assignee, relinquish its rights (other than any rights that survive the termination hereof under Section 9.08) and be released from its obligations hereunder (and, in the case of an assignment covering all the remaining rights and obligations of an assigning Lender hereunder, such Lender shall cease to be a party hereto on the Assignment Effective Date; *provided* that such assigning Lender shall continue to be entitled to the benefit of all rights that survive the termination hereof under Section 9.08); (iii) the Commitments shall be modified to reflect any Commitment of such assignee, if any; and (iv) if any such assignment occurs after the issuance of any Note hereunder, the assigning Lender shall, upon the effectiveness of such assignment or as promptly thereafter as practicable, surrender its applicable Notes to the Administrative Agent for cancellation, and thereupon the Borrower shall issue and deliver new Notes, if so requested by the assignee and/or assigning Lender, to such assignee and/or to such assigning Lender, with appropriate insertions, to reflect the new Commitments or outstanding Loans of the assignee and/or the assigning Lender.

(g) Participations.

(i) Each Lender shall have the right at any time to sell one or more participations to any Person (other than to any Credit Party or any Affiliate thereof) in all or any part of its Commitments or Loans or in any other Obligation.

(ii) The holder of any such participation, other than an Affiliate of the Lender granting such participation, shall not be entitled to require such Lender to take or omit to take any action hereunder except with respect to any waiver, amendment, modification or consent that is described in Section 9.05(b) that affects such Participant or requires the approval of all the Lenders.

(iii) The Borrower agrees that each participant shall be entitled to the benefits of Sections 2.14(c), 2.15 and 2.16 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Sections 9.06(c) and 9.06(d); *provided* that (A) a participant shall not be entitled to receive any greater payment under Section 2.15 or 2.16 than the applicable Lender would have been entitled to receive with respect to the participation sold to such participant, unless the sale of the participation to such participant is made with the Borrower’s prior written consent, and (B) a participant shall not be entitled to the benefits of Section 2.16 unless the Borrower is notified of the participation sold to such participant and such participant agrees, for the benefit of the Borrower, to comply with and be subject to Sections 2.16, 2.17 and 2.19 as though it became a Lender pursuant to an Assignment Agreement; *provided* further that, except as specifically set forth in clauses (A) and (B) of this sentence, nothing herein shall require any notice to the Borrower or any other Person in connection with the sale of any participation. Each Lender that sells a participation agrees, at the Borrower’s request and expense, to use reasonable efforts to cooperate with the Borrower to

effectuate the provisions of Section 2.19 with respect to any participant. To the extent permitted by law, each participant also shall be entitled to the benefits of Section 9.04 as though it were a Lender; *provided* that such participant agrees to be subject to Section 2.13 as though it were a Lender.

(iv) Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each participant and the principal amounts (and stated interest) of each participant's interest in the Loans or other Obligations under the Credit Documents (the "**Participant Register**"); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any participant or any information relating to a participant's interest in any commitments, loans, letters of credit or its other obligations under any Credit Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(h) *Certain Other Assignments and Participations.* In addition to any other assignment or participation permitted pursuant to this Section 9.06, any Lender may assign, pledge and/or grant a security interest in all or any portion of its Loans or other Obligations owed to such Lender and its Notes, if any, to secure obligations of such Lender, including to any Federal Reserve Bank as collateral security pursuant to Regulation A of the Board of Governors and any operating circular issued by any Federal Reserve Bank; *provided* that no Lender, as between the Borrower and such Lender, shall be relieved of any of its obligations hereunder as a result of any such assignment and pledge, and *provided further* that in no event shall the applicable Federal Reserve Bank, pledgee or trustee be considered to be a "**Lender**" or be entitled to require the assigning Lender to take or omit to take any action hereunder.

Section 9.07. Independence of Covenants. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists.

Section 9.08. Survival of Representations, Warranties and Agreements. All covenants, agreements, representations and warranties made by the Credit Parties in the Credit Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Credit Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Credit Documents and the making of any Loans,

regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, the Arranger or any Lender may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any Credit Document is executed and delivered or any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid. The provisions of Sections 2.14(c), 2.15, 2.16, 9.02, 9.03, 9.04 and, to the extent set forth therein, 9.17 and Article 8 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans or the termination of this Agreement or any provision hereof.

Section 9.09. No Waiver; Remedies Cumulative. No failure or delay on the part of the Administrative Agent or any Lender in the exercise of any power, right or privilege hereunder or under any other Credit Document shall impair such power, right or privilege or be construed to be a waiver thereof or of any Default or Event of Default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege, or any abandonment or discontinuance of steps to enforce such power, right or privilege, preclude any other or further exercise thereof or the exercise of any other power, right or privilege. The powers, rights, privileges and remedies of the Administrative Agent and the Lenders hereunder and under the other Credit Documents are cumulative and shall be in addition to and independent of all powers, rights, privileges and remedies they would otherwise have. Without limiting the generality of the foregoing, the execution and delivery of this Agreement or the making of any Loan hereunder shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Default or Event of Default at the time.

Section 9.10. Marshalling; Payments Set Aside. None of the Administrative Agent or the Lenders shall be under any obligation to marshal any assets in favor of any Credit Party or any other Person or against or in payment of any or all of the Obligations. To the extent that any Credit Party makes a payment or payments to the Administrative Agent or any Lender, or the Administrative Agent or any Lender enforces any security interests or exercises any right of setoff, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, any other state or federal law, common law or any equitable cause, then, to the extent of such recovery, the obligation or part thereof originally intended to be satisfied, and all Liens, rights and remedies therefor or related thereto, shall be revived and continued in full force and effect as if such payment or payments had not been made or such enforcement or setoff had not occurred.

Section 9.11. Severability. In case any provision in or obligation hereunder or under any other Credit Document shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Section 9.12. *Obligations Several; Independent Nature of Lenders' Rights.* The obligations of the Lenders hereunder are several, and no Lender shall be responsible for the obligations or Commitment of any other Lender hereunder. Nothing contained herein or in any other Credit Document, and no action taken by the Lenders pursuant hereto or thereto, shall be deemed to constitute the Lenders as a partnership, an association, a joint venture or any other kind of entity. The amounts payable at any time hereunder to each Lender shall be a separate and independent debt, and each Lender shall be entitled to protect and enforce its rights arising hereunder and it shall not be necessary for any other Lender to be joined as an additional party in any proceeding for such purpose.

Section 9.13. *Headings.* Article, Section and paragraph headings herein are included herein for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

Section 9.14. *APPLICABLE LAW.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

Section 9.15. *CONSENT TO JURISDICTION.* SUBJECT TO CLAUSE (E) BELOW, ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY PARTY ARISING OUT OF OR RELATING HERETO OR ANY OTHER CREDIT DOCUMENT, OR ANY OF THE OBLIGATIONS, SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE, COUNTY AND CITY OF NEW YORK. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH CREDIT PARTY, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY (A) ACCEPTS GENERALLY AND UNCONDITIONALLY THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS; (B) WAIVES ANY DEFENSE OF FORUM NON CONVENIENS; (C) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE APPLICABLE CREDIT PARTY AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 9.01; (D) AGREES THAT SERVICE AS PROVIDED IN CLAUSE (C) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER THE APPLICABLE CREDIT PARTY IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; AND (E) AGREES THAT THE ADMINISTRATIVE AGENT AND THE LENDERS RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST ANY CREDIT PARTY IN THE COURTS OF ANY OTHER JURISDICTION IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS UNDER ANY CREDIT DOCUMENT OR THE ENFORCEMENT OF ANY JUDGMENT.

Section 9.16. *WAIVER OF JURY TRIAL.* EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A