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(a) The rights and powers granted herein to the Secured Party have been granted in order to perfect its security interest in the Account, are powers coupled with an interest and will neither be affected by the bankruptcy of the Customer nor by the lapse of time. The obligations under this Agreement shall continue in effect (i) until the security interest of the Secured Party in the Account has been terminated and the Secured Party has notified Bank of such termination in writing, or (ii) this Agreement is terminated in accordance with Sections 17(b) or (c) below.

(b) This Agreement may be terminated by:

- (i) Bank upon not less than 30 days prior written notice to the Customer and the Secured Party; or
- (ii) Customer and Secured Party, acting jointly, upon not less than 30 days prior written notice to Bank,

(such 30 days prior notice periods the "Resignation Period");

provided, however, that no termination under this Section 17(b) shall be effective until the Pledged Assets (to the extent there are any remaining in the Account) have been transferred to a substitute bank reasonably satisfactory to the Customer and the Secured Party and identified to Bank by the Customer and the Secured Party, acting jointly, via written notice, provided that, should the Customer and the Secured Party fail to provide Bank with such written notice identifying a substitute bank within 30 days of the end of the Resignation Period, Bank may transfer the Pledged Assets to the Secured Party (as the Secured Party may instruct pursuant to reasonable notice). For the avoidance of doubt, Bank must comply with all of its obligations under this Agreement until the Pledged Assets have been transferred to either a substitute bank or the Secured Party.

(c) This Agreement will terminate upon receipt by Bank of a Notice Exclusive Control, provided, however, that no termination under this Section 17(c) shall be effective until the Pledged Assets have been transferred to a substitute bank reasonably satisfactory to the Secured Party and identified to Bank via an Instruction from the Secured Party. Should the Secured Party fail to provide Bank with an Instruction identifying a substitute bank within 30 days of Bank's receipt of the Notice of Exclusive Control, Bank may transfer the Pledged Assets to the Secured Party (as the Secured Party may instruct pursuant to reasonable notice). For the avoidance of doubt, Bank must comply with all of its obligations under this Agreement until the Pledged Assets have been transferred to either a substitute bank or the Secured Party.

## 18. NOTICES

Any notice, request, Entitlement Order or other communication required or permitted to be given under this Agreement shall be in writing and delivered in accordance with the means specified below. Until such time a party properly notifies each other party that its address, email address or facsimile number has changed, notices to such party shall be sent as follows:

If to Bank:

For Notice of Exclusive Control, Pledgor Termination Notice, or Notice to Contest, please email to: \[\_\_\_\_\_].















