

Indebtedness on date of making such payment until repaid to Secured Party. These additional obligations, as well as all of the costs and expenses, including reasonable attorneys' fees shall be further secured by the Collateral.

5.6 To the extent not prohibited by law, demand, presentment, protest and notice of non-payment is hereby waived by Company and Company also waives the benefit of all valuation, appraisal and exemption laws.

5.7 Company agrees that all of the remedies provided herein are and shall be cumulative in nature and nothing under this Agreement shall limit or restrict the remedies available to Secured Party following any Default.

5.8 In the event the Secured Party seeks to take possession of any or all of the Collateral by court process, Company hereby irrevocably waives any bonds and surety or sureties relating thereto required by any statute, court rule or otherwise as an incident to such possession, and waives any demand for possession prior to the commencement of any suit or action to recover with respect thereto.

## 6. TERM.

6.1 This Agreement shall continue in full force and effect as long as any Indebtedness is owing by Company to the Secured Party.

6.2 No termination of this Agreement shall in any way affect or impair the rights and liabilities of the parties hereto relating to any transactions or events prior to such termination date and all agreements, warranties and representations of Company shall survive such termination.

## 7. MISCELLANEOUS.

7.1 For purposes of determining the amount of Indebtedness, including the computations of interest which may from time to time be owing by Company to the Secured Party, the receipt of any check or any other item of payment by the Secured Party shall not be treated as a payment on account of the Indebtedness of Company until such check or other item of payment is actually paid in cash or cash equivalent.

7.2 No delay on the part of the Secured Party in the exercise of any right or remedy shall operate as a waiver thereof as to the Secured Party, and no single or partial exercise by the Secured Party of any right or remedy shall preclude other or further exercise thereof by the Secured Party.

7.3 Whenever in this Agreement there is reference made to any of the parties hereto, such reference shall be deemed to include, wherever applicable, a reference to the successors and assigns of such party. The provisions of this Agreement