

after Buyer and Seller have received notice thereof and which continues to be pending at the time Buyer or Seller exercises its termination right under this Section 12.1(g); or

(h) Seller, pursuant to Section 9.2.

Section 12.2 Procedure and Effect of Termination.

In the event of termination of this Agreement by either or both of Seller and Buyer pursuant to Section 12.1, written notice thereof shall forthwith be given by the terminating party to the other party hereto, and this Agreement shall thereupon terminate and become void and have no effect, and the transactions contemplated hereby shall be abandoned without further action by the parties hereto, except that the provisions of Sections 3.14, 4.2, 5.1(b) (with respect to the first sentence thereof), 5.6, 12.2, 13.2 and 13.4 shall survive the termination of this Agreement; provided, however, that such termination shall not relieve any party hereto of any liability for any breach of this Agreement. If this Agreement is terminated as provided herein, all applications and other submissions made in accordance with Sections 3.9(b) and 4.3 shall, to the extent practicable, be withdrawn from the Persons to whom they were made.

ARTICLE XIII

Miscellaneous

Section 13.1 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Copies of executed counterparts transmitted by telecopy, telefax or other electronic transmission service shall be considered original executed counterparts for purposes of this Section, provided receipt of copies of such counterparts is confirmed.

Section 13.2 Governing Law; Dispute Resolution.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to the choice of law principles thereof.

(b) Any claim or dispute arising in connection with this Agreement (a "Dispute") shall be submitted promptly to an officer of each of the parties with authority to settle the Dispute, who shall meet within thirty (30) days of such submission to seek in good faith an amicable settlement. In seeking an amicable settlement, they may consult with a neutral third party mediator if both agree in writing.