

party notice of such change in the manner as set forth above.

(22) Neither this contract nor any rights or duties hereunder may be assigned or delegated to any other person or entity by either party hereto without the express written consent of the other party hereto. All the terms and conditions of this Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

(23) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument which may sufficiently be evidenced by one counterpart.

(24) The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. "Person" includes a natural person, partnership, corporation, association, trust or estate and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

(25) The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(26) A failure by either of the parties to carry out any of their obligations under this Agreement shall not be deemed a breach if such failure is caused by force majeure. If any activities or other performances contemplated by this

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