

### Annex A

*In the event that any Commitment Party becomes involved in any capacity in any action, proceeding or investigation brought by or against any person, including shareholders, partners, members or other equity holders of the Borrower, the Authority or the Company in connection with or as a result of either this arrangement or any matter referred to in this Commitment Letter or the Fee Letter (together, the "Letters"), the Borrower, the Company and, upon its joinder hereto, the Authority jointly and severally agree to periodically reimburse each Commitment Party for its reasonable legal and other expenses (including the cost of any investigation and preparation) incurred in connection therewith; provided, however, that if it is found by a final, non-appealable judgment of a court of competent jurisdiction in any such action, proceeding or investigation that any loss, claim, damage or liability of such Commitment Party has resulted from the gross negligence or willful misconduct of such Commitment Party in performing the services which are the subject of the Letters or in connection with any matter referred to herein, such Commitment Party shall repay such portion of the reimbursed amounts that is attributable to expenses incurred in relation to the act or omission of such Commitment Party which is the subject of such finding. The Borrower, the Company and, upon its joinder hereto, the Authority also agree to indemnify and hold each Commitment Party harmless against any and all losses, claims, damages or liabilities to any such person in connection with or as a result of either this arrangement or any matter referred to in the Letters (whether or not such investigation, litigation, claim or proceeding is brought by you, your equity holders or creditors or an indemnified person and whether or not any such indemnified person is otherwise a party thereto), except to the extent that such loss, claim, damage or liability has been found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Commitment Party in performing the services that are the subject of the Letters or in connection with any matter referred to herein. If for any reason the foregoing indemnification is unavailable to a Commitment Party or insufficient to hold it harmless, then the Authority, the Borrower and the Company shall contribute to the amount paid or payable by such Commitment Party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative economic interests of (i) the Borrower, the Authority and the Company and their respective affiliates, shareholders, partners, members or other equity holders on the one hand and (ii) such Commitment Party on the other hand in the matters contemplated by the Letters as well as the relative fault of the Borrower, the Authority and the Company and their respective affiliates, shareholders, partners, members or other equity holders on the one hand and such Commitment Party on the other hand with respect to such loss, claim, damage or liability and any other relevant equitable considerations. The reimbursement, indemnity and contribution obligations of the Borrower, the Authority and the Company under this paragraph shall be in addition to any liability which the Borrower, the Authority and the Company may otherwise have, shall extend upon the same terms and conditions to any affiliate of a Commitment Party and the partners, members, directors, agents, employees and controlling persons (if any), as the case may be, of such Commitment Party and any such affiliate, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Borrower, the Authority, the Company, such Commitment Party, any such affiliate and any such person. The Borrower, the Company and, upon its joinder hereto, the Authority, also agree that neither any indemnified party nor any of such affiliates, partners, members, directors, agents, employees or controlling persons shall have any liability to the Borrower or the Company or any person asserting claims on behalf of or in right of the Borrower, the Authority or the Company or any other person in connection with or as a result of either this arrangement or any matter referred to in the Letters except in case of the Borrower, the Authority and the Company to the extent that any losses, claims, damages, liabilities or expenses incurred by the Borrower, the Authority or the Company or their respective affiliates, shareholders, partners or other equity holders have been found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such indemnified party in performing the services that are the subject of the Letters or in connection with any matter referred to herein; provided, however, that in no event will such indemnified party or such other parties have any liability for any indirect, consequential, special or punitive damages in connection with or as a result of such indemnified party's or such other parties' activities related to the Letters. For a period of one year from the termination of this*

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*letter, prior to entering into any agreement or arrangement with respect to, or effecting, any proposed sale, exchange, dividend or other distribution or liquidation of all or a significant portion of its assets in one or a series of transactions or any significant recapitalization or reclassification of its outstanding securities that does not directly or indirectly provide for the assumption of the obligations of the Borrower, the Authority or the Company set forth in this Annex A, the Company will notify each Commitment Party in writing thereof (if not previously so notified) and, if requested by any such Commitment Party, shall arrange in connection therewith alternative means of providing for the obligations of the Borrower, the Authority or the Company, as applicable, set forth in this paragraph, including the assumption of such obligations by another party, insurance, surety bonds or the creation of an escrow, in each case in an amount and upon terms and conditions reasonably satisfactory to such Commitment Party; provided, however, that if any action, proceeding or investigation is pending at the end of such one year period for which a claim for indemnification, contribution or reimbursement under this agreement has been or may be made, the Borrower's, the Authority's and the Company's obligations pursuant to this sentence shall continue until such action, proceeding or investigation has been ultimately resolved. The provisions of this Annex A shall survive any termination or completion of the arrangements provided by the Letters.*