

6. Amendments, Waivers, Notices. All amendments, waivers and modifications of or to any provision of this Guaranty and any consent to departure by the Guarantor from the terms hereof shall be in writing and signed and delivered by the Bank and, in the case of any such amendment or modification, by the Guarantor, and shall not otherwise be effective. Any such waiver or consent shall be effective only in the specific instance and for the purpose for which it is given. Any notice or communication to the Bank or the Guarantor in connection with this Guaranty shall be addressed to it at the address specified in Part 4(a) of the Schedule to the Master Agreement, or such other address as may be specified by notice to the intended recipient. The giving of notice to the Guarantor in any instance shall not entitle the Guarantor to any other or further notice in similar or other circumstances.

7. Waiver of Jury Trial. The Guarantor waives the right of trial by jury in any event of any litigation between it and the Bank in respect of any matter arising under this Guaranty, and agrees that, if the Bank brings any judicial proceedings in relation to any such matter, the Guarantor will not interpose any counterclaim or set-off of any nature.

8. Interpretation and Definitions. Terms defined in the Master Agreement or the 2006 ISDA Definitions that are used but not otherwise defined herein shall have the meanings given to them in the Master Agreement except that references to "Agreement" in the definition of any such term shall be deemed for the purposes of the Guaranty to be references to the Guaranty.

9. Jurisdiction; Governing Law. This Guaranty shall be governed by and construed and interpreted in accordance with the laws of the State of New York (without reference to choice of law doctrine). The Guarantor irrevocably submits to the non-exclusive jurisdiction of the State of New York and the United States District Court located in the Borough of Manhattan in New York City for purposes of any suit, action or proceedings relating to this Guaranty ("Proceedings"). The Guarantor irrevocably waives, to the fullest extent permitted by law, any defense or objection it may have that any such Proceedings in any such court have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have jurisdiction over the Guarantor. Nothing herein contained shall preclude the Bank from bringing Proceedings in any other jurisdiction nor will the bringing of Proceedings in one jurisdiction preclude the bringing of Proceedings in any other jurisdiction.

10. Integration of Terms. This Guaranty contains the entire agreement between the Guarantor and the Bank relating to the subject matter hereof and supersedes all oral statements and prior writing with respect hereto.

11. Headings. Headings in this Guaranty are provided for convenience only and shall not affect the meaning or construction of any provision hereof.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed and delivered in New York City as of the day and year first written above.