

ROTTERDAM GUARANTEE FORM 2008

The undersigned (**A**), waiving and renouncing all rights and defences, conferred on guarantors, and in particular the provisions of the articles 7:852 and 7:855 Dutch Civil Code, hereby irrevocably declares to bind itself as surety to and in favour of (**B**) (the Creditor) by way of security for the true and proper payment by (**C**) (the Principal Debtor) of the amount the Principal Debtor may be found to be indebted to the Creditor by virtue of a judgment (which is not or no longer subject to appeal) rendered against the Principal Debtor by a competent court of law having jurisdiction in the matter hereinafter mentioned, or by virtue of a valid arbitration award which is not or no longer subject to appeal or by virtue of an amicable settlement between the parties, in respect of the principal amount, interest and costs of suit relating to a claim at present estimated by the Creditor at (**D**) for (**E**).

The expression "a judgment (which is not or no longer subject to appeal)" is deemed to include a judgment by default rendered against the Principal Debtor, provided that such judgment has been served upon the undersigned and provided that no appeal has been entered against such judgment within six weeks after that service.

If the Principal Debtor is declared bankrupt or granted a suspension of payment, or if a statutory debt rescheduling scheme has been implemented regarding the Principal Debtor, or the Principal Debtor is in liquidation or liquidated, the Creditor is entitled to bring legal proceedings against the undersigned in order to have the indebtedness of the Principal Debtor ascertained by the Court. In that event, the undersigned undertakes to pay the Creditor the indebtedness of the Principal Debtor as established by a judgment (which is not or no longer subject to appeal) rendered in those proceedings, subject to the maximum amount set forth hereinafter.

This guarantee is hereby given without any prejudice (including any question as to statutory limitation of liability and the right to demand a release of this guarantee and/or a reduction of the amount thereof), and for a maximum amount of (**F**) for the purpose of the release from and/or the prevention of a prejudgment attachment of (**G**) on account of the above-mentioned claim(s).

This guarantee is governed by the law of the Netherlands. The undersigned and the Creditor submit to the non-exclusive jurisdiction of the competent court of law in Rotterdam for disputes and claims in respect of this guarantee.

This guarantee will expire unless before or within (**H**) months from the date of signing hereof legal proceedings have been instituted with relation to the aforesaid issue against the Principal Debtor in a competent court of law having jurisdiction in the matter, or against the undersigned, as provided in the third paragraph above, or a deed of compromise has been signed or an appointment of one or more arbitrators has been notified or requested or proposed under an arbitration clause, or an amicable settlement has been concluded between the parties.

This guarantee will also expire if the proceedings before the court or the arbitration proceedings, instituted by the Creditor within the time limit mentioned in the previous paragraph, all have led to a decision, which is not or no longer subject to appeal, that the court or arbitrator(s) lack(s) jurisdiction or that the Creditor has no right to claim or that the claim of the Creditor is dismissed or that the proceedings are struck out for want of prosecution, or if the proceedings have been finally withdrawn by the Creditor without an amicable settlement having been concluded.