

provided however. Amoco shall not be required to so inform Guarantor as a prerequisite to making demand on Guarantor for payment under this Guarantee, or enforcing any other of Amoco's rights and Guarantor's obligations under this Guarantee.

4. Guarantor shall pay or repay Amoco, free of any deductions or withholdings, all monies due to Amoco pursuant to this Guaranty within ten (10) days after receiving written demand for payment from Amoco. Guarantor shall make payment of such amount in U.S. dollars by wire transfer in immediately available funds to the account or accounts designated by Amoco in its notice.

5. Guarantor hereby waives the giving of any notice, including but not limited to, the following:

- (a) Notice that Buyer has entered into, and incurred liabilities and obligations in connection with the Agreement and related agreements with Amoco;
- (b) Notice of the modification or amendment of the Agreement or related agreements between Buyer and Amoco;
- (c) Notice of any extension of time or other modification of the terms for payment of any sums due and payable by Buyer to Amoco in connection with the Agreement;
- (d) Notice of presentment, demand for payment, default, dishonor, protest or notice of protest with respect to this Guarantee; and
- (e) Notice of any defaults by or disputes with Buyer with respect to payment or performance in connection with the Agreement.

6. Guarantor acknowledges that the modification of the Agreement and related agreements between Buyer and Amoco shall not discharge or otherwise affect the liability of the Guarantor with respect thereto under this Guarantee. Guarantor further agrees that its obligations under this Guarantee shall be unconditional, irrespective of any circumstance other than payment or satisfaction which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

7. Guarantor's obligations under this Guarantee are independent of all obligations of Buyer to Amoco. Amoco shall not be required to proceed first against Buyer or any other person, firm or corporation before resorting to Guarantor for payment under this Guarantee.

8. Demands on Guarantor for payment under this Guarantee shall be in writing and delivered by mail or telecommunication to the following address:

Guarantor

