Exhibit F

# INVESTMENT AGREEMENT

INVESTMENT AGREEMENT, dated as of May 3, 2006, between AIG Matched Funding Corp. ("AIGMFC") and Wells Fargo Bank, N.A., as escrow agent (the "Escrow Agent") under an Amended and Restated Escrow, Collateral and Intercreditor Agreement, dated as of March 1, 2006 (the "Escrow Agreement"), by and among (i) 2 Broadway LLC (the "Borrower"), (ii) Wells Fargo Bank, N.A., as 1999 Lender under a Trust Agreement dated as of September 1, 1999 with the Borrower (the "1999 Lender"), (iii) U.S. Bank National Association, as trustee of 2 Broadway 2006 Additional Loan Trust under a Trust Agreement, dated as of March 1, 2006, with CTL Lending Group, LLC, as successor to CTL Lending Group, LLC (the "2006 Lender") and (iv) the Escrow Agent, and joined in, only for the purposes specified therein, by MBIA Insurance Corporation ("MBIA Corp."), XL Capital Assurance Inc. and Wells Fargo Bank, N.A., in its individual capacity;

WHEREAS, the Escrow Agent is authorized, pursuant to the Escrow Agreement, to invest certain funds held in the 2 Broadway Supplemental Liquidity Reserve Subaccount (the "Supplemental Liquidity Reserve Subaccount") with AIGMFC pursuant to this Agreement; and

WHEREAS, AIGMFC is willing to accept such investments from the Escrow Agent, all subject to and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto agree as follows:

## ARTICLE 1 - DEFINITIONS.

Section 1.1 For the purposes of this Agreement, the following terms have the meanings indicated. All capitalized terms not defined herein have the meanings given to them in the Escrow Agreement.

"Affiliate" means any entity directly or indirectly controlling, controlled by or under common control with AIGMFC.

"AIG Website" means the Internet-based website made available by AIGMFC at the Uniform Research Locator (URL) www.aigfpc.com/gicweb, or such other URL that AIGMFC may designate from time to time.

"Average Balance" means (A) the sum of the amounts outstanding on the Investment at the close of business each day during a Calculation Period divided by (B) the number of calendar days in such Calculation Period.

"Business Day" means any day on which the Escrow Agent is open for business and banks are not required or authorized by law to close in New York, New York.

"Calculation Period" means each period from, and including, one Payment Date to, but excluding, the next following Payment Date during the term of this Agreement, except that the initial Calculation Period will commence on, and include, May 8, 2006.

"Collateral" means at any time the cash and Securities delivered to or held by the Collateral Agent pursuant to Article 3 hereof.

"Collateral Agent" means the Escrow Agent or any independent third party mutually acceptable to the Escrow Agent and AIGMFC that the Escrow Agent may appoint as its agent to hold the Collateral.

"Collateral Requirement" means (a) if the Collateral consists of Securities defined in clause (i) of the definition of Securities herein, an amount equal to 104% of the outstanding

principal amount of the Investment at such time plus the unpaid accrued interest thereon at such time and (b) if the Collateral consists of Securities defined in clause (ii) of the definition of Securities herein, an amount equal to 105% of the outstanding principal amount of the Investment at such time plus the unpaid accrued interest thereon at such time.

"Collateral Value" means, in the case of cash, the amount thereof, and, in the case of Securities, the Market Value thereof.

"Early Payment Date" has the meaning set forth in Section 2.3 hereof.

"Effective Date" has the meaning set forth in Section 2.2 hereof.

"Federal Funds Closing" means the closing of the Federal Funds wire in New York, New York.

"Market Amount" means the amount determined by AIGMFC on the basis of quotations from Reference Market-makers for the amount, if any, such Reference Market-makers would charge AIGMFC (i) with respect to Section 2.2 hereof, to enter into an agreement with AIGMFC with respect to the Investment (or applicable portion thereof) upon the terms of this Agreement and from the Effective Date pursuant to Section 2.2 hereof to the Business Day immediately preceding September 15, 2029, that would have the effect of preserving for AIGMFC the economic equivalent of the investment and payment obligations of the parties hereto but for the modifications to Schedules A attached hereto and/or the termination of the Supplemental Liquidity Reserve Subaccount Investment (or applicable portion thereof) and (ii) with respect repayments pursuant to Section 2.3 hereof, to invest an amount equal to the Repayment Amount pursuant to Section 2.3 hereof with AIGMFC upon the terms of this

Agreement and from the Early Payment Date pursuant to Section 2.3 hereof to the Business Day immediately preceding September 15, 2029. AIGMFC shall use its best efforts to obtain such quotations from at least three Reference Market-makers. If more than three quotations are provided, the Market Amount will be the arithmetic mean of such quotations without regard to the quotations having the highest and lowest values. If exactly three quotations are provided, the Market Amount will be the quotation remaining after disregarding the highest and lowest quotations. For this purpose, if more than one quotation has the same highest value or lowest value, then one of such quotations shall be disregarded. If fewer than three quotations are provided, the Market Amount shall be determined in good faith by AIGMFC on the Early Payment Date or the Effective Date, as the case may be. Notwithstanding the foregoing, "Market Amount" may be determined pursuant to any other methodology mutually acceptable to the parties hereto.

"Market Value" of any Securities means at any time the closing offer price for such Securities on the preceding Business Day as reported by a third party pricing source selected in good faith by AIGMFC (plus accrued and unpaid interest and principal to the extent not included therein).

"Moody's" means Moody's Investors Service and its successors and assigns.

"Payment Date" means, with respect to this Agreement, the Business Day immediately preceding each March 15 and September 15 during the term of this Agreement, commencing on the Business Day immediately preceding September 15, 2006.

"Reference Market-makers" shall mean leading financial institutions selected by AIGMFC in good faith from among financial institutions of the highest credit standing.

"Repayment Amount" has the meaning set forth in Section 2.3 hereof.

"Securities" means (i) securities issued or guaranteed by the United States Government or the Government National Mortgage Association, including United States Treasury obligations and any other obligations the timely payment of principal and interest of which are guaranteed by the United States Government; and (ii) mortgage participation certificates issued by the Federal Home Loan Mortgage Corporation, mortgage pass-through certificates issued by the Fannie Mae and additional government agency securities to be specified upon agreement by MBIA Corp. (excluding, with respect to such additional government agency securities, interest-only and principal-only certificates, collateralized mortgage obligations and mortgage pass-through certificates).

"Supplemental Liquidity Reserve Subaccount Investment" or "Investment" means the investments made with AIGMFC pursuant to Section 2.1 hereof.

"S&P" means Standard & Poor's and its successors and assigns.

ARTICLE 2 - THE INVESTMENT.

Section 2.1 Supplemental Liquidity Reserve Subaccount Investment.

(a) The Investment. Subject to the terms and conditions herein set forth, the Escrow Agent shall invest with AIGMFC, and AIGMFC shall accept as an investment from the Escrow Agent, (i) $250,000.00, which amount constitutes all funds received by the Escrow Agent on or before May 8, 2006, for deposit in the Supplemental Liquidity Reserve Subaccount pursuant to the Escrow Agreement; (ii) on the Business Day preceding each of the dates specified in Schedule A attached hereto as a date on which an "Additional Investment" is to be

made, the amount set forth in the "Additional Investment" column opposite such date; and (iii) all funds received by the Escrow Agent from and after the date hereof for deposit in the Supplemental Liquidity Reserve Subaccount pursuant to the Escrow Agreement but solely to the extent such amounts represent the replenishment of amounts withdrawn pursuant to Section 2.1(c)(i) hereunder during the six (6) month period prior to such deposit; provided, however, that AIGMFC need not accept such deposit if the Supplemental Liquidity Reserve Subaccount has then been deficient for more than six (6) months under the terms of the Escrow Agreement. The Supplemental Liquidity Reserve Subaccount Investments described in clauses (i) and (ii) above shall be made by the Escrow Agent to AIGMFC in immediately available funds by Federal Funds Closing on, respectively, May 8, 2006, and on the Business Day preceding the applicable date specified in Schedule A attached hereto; provided, however, the Escrow Agent shall give AIGMFC written notice by 2:00 p.m. (New York City time) on a day that is at least one (1) Business Day prior to making any investment described in clause (ii) above, which notice shall confirm the amount of such investment. Each additional Supplemental Liquidity Reserve Subaccount Investment described in clause (iii) above shall be made by the Escrow Agent to AIGMFC in immediately available funds by Federal Funds Closing as soon as practicable following the day on which the funds received by the Escrow Agent become immediately available funds; provided, however, the Escrow Agent (i) shall not make investments with AIGMFC in amounts less than $5,000; and (ii) shall give AIGMFC written notice by 2:00 p.m. (New York City time) on a day that is at least two (2) Business Days prior to making any such investment, which notice shall specify the amount of such investment. Notwithstanding the above, the Escrow Agent shall not make any investments with AIGMFC on, or within two (2) Business Days prior to, a Payment Date.

(b) Interest on the Supplemental Liquidity Reserve Subaccount Investment. During each Calculation Period, the Supplemental Liquidity Reserve Subaccount Investment shall bear interest on its Average Balance at the rate of 5.162% per annum, and AIGMFC shall credit the accrued interest to the Supplemental Liquidity Reserve Subaccount Investment on each Payment Date and shall pay the Escrow Agent accrued interest upon final repayment of the Supplemental Liquidity Reserve Subaccount Investment. All calculations of interest due on the Supplemental Liquidity Reserve Subaccount Investment shall be computed on the basis of a 360-day year composed of twelve (12) 30-day months.

(c) Repayments of Principal on the Supplemental Liquidity Reserve Subaccount Investment. AIGMFC shall make one or more repayments of all or part of the outstanding principal amount of the Supplemental Liquidity Reserve Subaccount Investment on any Payment Date, in each case in such amount as the Escrow Agent shall specify in writing to AIGMFC by 2:00 p.m. (New York City time) on a day that is at least two (2) Business Days prior to any such repayment; provided, however, the Escrow Agent (i) shall not call for repayments other than to make payments required under the Escrow Agreement to be made from the Supplemental Liquidity Reserve Subaccount to make up a deficiency in amounts available to pay scheduled debt service on the 1999 Loan; (ii) shall not call for repayments hereunder until all other funds held in the 2 Broadway 1999 Liquidity Reserve Subaccount under the Escrow Agreement have been expended for the purposes specified in clause (i) above; (iii) shall not call for repayments in connection with the substitution of a surety bond, letter of credit or other similar instrument for cash in the Supplemental Liquidity Reserve Subaccount; (iv) shall not call for repayments in order to make an alternative investment; and (v) shall not call for AIGMFC to make repayments pursuant to this Section 2.1(c) on any date earlier than two (2) Business Days

prior to the dates on which amounts shall be so applied pursuant to the Escrow Agreement or in amounts greater than the amounts to be applied by the Escrow Agent pursuant to the Escrow Agreement. If not earlier repaid in full pursuant to the terms of this Section 2.1(c), the principal amount of the Supplemental Liquidity Reserve Subaccount Investment shall be paid in full not later than the Business Day preceding September 15, 2029. No Market Amount shall be payable in connection with any repayment under this Section 2.1(c). The principal amount of the Supplemental Liquidity Reserve Subaccount Investment shall not otherwise be payable except as expressly provided in this Section 2.1(c) and in Sections 2.2, 3.2 and 5.2 hereof.

Section 2.2 Modifications to, or Deviations from, Schedule A; and/or Termination of the Agreement. In the event that the Escrow Agent deviates from, or requests any modifications to, Schedule A attached hereto, as the case may be, including, without limitation, a modification to increase or decrease an investment amount, or terminate, in whole or in part, this Agreement, (i) the Escrow Agent shall provide AIGMFC with notice of such requested modification at least seven (7) Business Days prior to the proposed effective date of such modification (the date of such proposed modification or the date of such deviation being herein referred to as the "Effective Date") and (ii) on the Effective Date, the Escrow Agent shall pay to AIGMFC the Market Amount, if any, with respect to such modification or deviation. Upon the payment of any Market Amount, AIGMFC shall prepare and provide to the Escrow Agent an amended Schedule A reflecting revised subsequent investment amounts if appropriate.

Section 2.3 Optional Repayments of the Supplemental Liquidity Reserve Subaccount Investment. Subject to the next sentence herein, AIGMFC shall make one or more repayments of all or part of the outstanding principal amount of the Supplemental Liquidity Reserve Subaccount Investment, in each case in such amount as the Escrow Agent shall specify

in writing by 2:00 p.m. (New York City time) on a day that is at least seven (7) Business Days prior to any such repayment (the amount of such withdrawal being herein referred to as the "Repayment Amount" and the date so specified for repayment pursuant to this Section 2.3 being herein referred to as the "Early Payment Date"). On or prior to the Early Payment Date (except in the case of a repayment pursuant to Section 2.1(c) or 3.2(z) hereof), the Escrow Agent shall pay to AIGMFC an amount equal to the Market Amount and on the Early Payment Date AIGMFC, upon its receipt of the Market Amount from the Escrow Agent (which amount, upon request of the Escrow Agent, may be deducted from the amount to be repaid by AIGMFC to the Escrow Agent) shall pay the Escrow Agent the Repayment Amount, plus accrued and unpaid interest thereon (or, if applicable, the balance of such amount after deducting the Market Amount).

Section 2.4 Time, Place and Method of Making Payments on Investment. Payments of principal and interest hereunder shall be made to the Escrow Agent in immediately available funds not later than Federal Funds Closing on the date on which such payment is due to the Escrow Agent's account specified in Section 6.2 hereof or at such other place as the Escrow Agent may designate in writing to AIGMFC by notice two (2) Business Days prior to the date on which such payment is due. The Escrow Agent agrees to confirm all requests for transfers of funds hereunder by providing AIGMFC with a written request substantially in the form attached hereto as Exhibit A or by using the AIG Website in accordance with the Conditions of Use/Disclaimer pertaining to such website attached hereto as Exhibit B, as may be amended from time to time in accordance with the terms thereof.

Section 2.5 Investment Statements. By the fifteenth (15th) day of each month while the Investment is outstanding hereunder, AIGMFC shall prepare and deliver to the Escrow

Agent a statement setting forth, as of the last day of the preceding month, the outstanding principal amount of the Investment, the interest earned during such month on the Investment, any repayments of principal on the Investment during such month and any additions to the outstanding principal amount of the Investment made during such month.

Section 2.6 Escrow Agent Reports. During each month while the Investment is outstanding hereunder, the Escrow Agent shall furnish AIGMFC (i) with a copy of each report furnished by the Escrow Agent to the 1999 Lender or the Borrower under the Escrow Agreement promptly following the date on which such report is furnished by the Escrow Agent to the 1999 Lender or the Borrower and (ii) with such other information relating to the 1999 Loan and/or the Escrow Agreement as may be reasonably requested by AIGMFC.

Section 2.7 Use of Payments. It is understood and agreed that AIGMFC will have no responsibility or obligation with respect to the applications of monies upon their repayment to the Escrow Agent.

Section 2.8 Interest Calculations. For purposes of calculating the number of days in a Calculation Period in accordance with the "30/360" convention: (i) the thirty-first day of any calendar month shall be treated as if it were the thirtieth of such month, and (ii) the twenty-eighth day or twenty-ninth day of February shall be treated as if such numerical day falls in a month containing thirty days.

Section 2.9 Business Day Convention. Unless otherwise specified in this Agreement, any relevant date for a payment to be made by AIGMFC that would otherwise fall on a day that is not a Business Day will be made on the first preceding day that is a Business Day.

ARTICLE 3 - GUARANTEE AND RATINGS EVENT.

Section 3.1 Guarantee. It is understood and agreed that the Escrow Agent, in entering into this Agreement, is and will be relying on the guarantee (the "Guarantee") of American International Group, Inc. (the "Guarantor"), the corporate parent of AIGMFC, dated the date hereof, pursuant to which the Guarantor has, among other things, guaranteed the full and prompt payment of any and all obligations of AIGMFC hereunder to the extent, on the terms and as provided in the Guarantee.

Section 3.2 Ratings Event. If the long-term unsecured, unsubordinated debt obligations issued by the Guarantor are downgraded below "AA-", in the case of S&P, or "Aa3", in the case of Moody's, AIGMFC, within ten (10) Business Days, shall at its option (x) deliver Collateral to the Collateral Agent, the aggregate Collateral Value of which shall be equal to or greater than the then current Collateral Requirement, (y) assign its rights and obligations hereunder to another entity (which shall assume all liabilities of AIGMFC under this Agreement), subject to the consent of the Escrow Agent (such consent not to be unreasonably withheld), or (z) repay the principal of and accrued but unpaid interest on the Investment; provided, however, that the Escrow Agent, by written notice to AIGMFC, may waive the requirement that AIGMFC repay the amounts described in clause (z) even if AIGMFC fails to deliver Collateral pursuant to clause (x) above or assign this Agreement pursuant to clause (y) above. In addition, if the long-term unsecured, unsubordinated debt obligations of the Guarantor are downgraded below "A-", in the case of S&P, or below "A3", in the case of Moody's, AIGMFC shall, at the request of the Escrow Agent within fifteen (15) Business Days of such event, repay the principal of and accrued but unpaid interest on the Investment within five (5) Business Days of receipt of such request from the Escrow Agent. AIGMFC hereby agrees to

grant to the Escrow Agent a first perfected security interest in all the Collateral delivered or transferred to the Collateral Agent hereunder and in any and all proceeds of and distributions on such Collateral.

Section 3.3 Collateral Valuation. The Collateral Agent shall, not later than 5:00 p.m. New York City time on the second Business Day of each week, determine the aggregate Collateral Value and shall notify AIGMFC by facsimile (or other electronic transmission) on such date of such amount and provide to AIGMFC any information that AIGMFC may reasonably request regarding the Collateral Agent's determination thereof. If such amount is less than the Collateral Requirement on such day, AIGMFC shall, before the close of business on the second Business Day following the date of such determination, deliver to the Collateral Agent additional Collateral having an aggregate Collateral Value on such day not less than the amount of such deficiency. If such amount is greater than the Collateral Requirement on such day, the Collateral Agent shall, before the close of business on the second Business Day following the date of such determination, deliver to AIGMFC Collateral having an aggregate Collateral Value on such day of not more than the amount of such excess.

ARTICLE 4 - REPRESENTATIONS.

Section 4.1 Representations. Each party hereto represents to the other on the date hereof that:

(a) it has the power to enter into this Agreement and to consummate the transactions contemplated hereby;

(b) this Agreement has been duly authorized, executed and delivered by it and, assuming the due authorization, execution and delivery hereof by the other party hereto,

constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the terms hereof, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law;

(c) the execution and delivery by it of this Agreement and the performance of its obligations hereunder do not and will not conflict with, constitute or result in a default under, a breach or violation of, or the creation of any lien or encumbrance on any of its property under, its charter or by-laws, or any agreement, instrument, judgment, injunction, order, rule, regulation or law applicable to it or any of its property; and

(d) all governmental and other consents that are required to have been obtained by it with respect to this Agreement have been obtained and are in full force and effect and it is in compliance with all conditions of any such consent.

ARTICLE 5 - DEFAULT AND REMEDIES.

Section 5.1 Events of Default. Each of the following events is hereby declared an Event of Default:

(a) If default shall be made by AIGMFC in the due and punctual payment of the principal of or interest on the Investment, when and as the same shall become due and payable, and such non-payment is not remedied on or before the close of business on the first Business Day after written notice of such non-payment is given to AIGMFC by the Escrow Agent;

(b) If AIGMFC shall fail to comply with or perform any agreement or obligation (other than an obligation to make any payment under this Agreement) to be complied with or performed by AIGMFC in accordance with this Agreement and such failure is not remedied on or before the tenth Business Day after written notice of such failure is given by the Escrow Agent to AIGMFC;

(c) If any representation herein by AIGMFC or the Guarantor, as the case may be, to the Escrow Agent under this Agreement or the Guarantee, proves to have been incorrect or misleading in any material respect when made and such representation is not corrected within ten (10) Business Days after the Escrow Agent gives AIGMFC written notice thereof;

(d) If AIGMFC or the Guarantor (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation, or (B) is not dismissed, discharged, stayed or restrained, in each case within 30 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an

administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) (inclusive) of this Section 5.1(d); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; or

(e) If the Guarantee expires, terminates, ceases to be in full force and effect or the Guarantor repudiates or challenges the validity of the Guarantee.

Section 5.2 Acceleration. Upon the occurrence of any Event of Default specified in paragraph (d) of Section 5.1, the principal of and accrued but unpaid interest on the Investment shall automatically become due and payable immediately. Upon the occurrence and continuance of any other Event of Default specified in Section 5.1, the Escrow Agent may declare the principal of and accrued but unpaid interest on the Investment to be due and payable immediately.

Section 5.3 Escrow Agent's Remedies. If any Event of Default shall occur and be continuing, the Escrow Agent may exercise any of the rights and remedies available to it at law or in equity.

ARTICLE 6 - MISCELLANEOUS.

Section 6.1 Assignment. This Agreement may not be assigned by the Escrow Agent without the prior written consent of AIGMFC except to a successor escrow agent appointed pursuant to the terms of the Escrow Agreement to perform the duties of the Escrow Agent under the Escrow Agreement. AIGMFC may transfer this Agreement, any of its interests and obligations hereunder or the Investment, to any Affiliate of AIGMFC, provided that the assignee shall assume all the rights and obligations of AIGMFC hereunder and that prior to such transfer the Guarantor shall confirm in writing to AIGMFC and the Escrow Agent that the Guarantee shall remain in full force and effect after such assignment. AIGMFC may otherwise transfer this Agreement only with the prior written consent of the Escrow Agent.

Section 6.2 Notices. All notices, demands or other communications hereunder shall be given or made in writing and shall be delivered personally, or sent by certified or registered mail or overnight delivery service, return receipt requested, postage prepaid, or facsimile to the party to whom they are directed at the following addresses, or at such other addresses as may be designated by notice from such party to all other parties, or, in the case of investment and repayment requests, by using the AIG Website in accordance with the Conditions of Use/Disclaimer pertaining to such website attached hereto as Exhibit B, as may be amended from time to time in accordance with the terms thereof:

To the Escrow Agent:

Wells Fargo Bank, N.A.
Corporate Trust Services
MAC N9303-110
6th Street and Marquette Avenue
Minneapolis, Minnesota 55479
Telephone: (612) 667-9090
Telecopy: (612) 667-2160

Full Name and Account Number
Name: Wells Fargo Bank, N.A.
ABA# 121000248
Account # 0001038377
for further credit to 2 Broadway Escrow
Attn: Steven Gubrud

To AIGMFC:

AIG Matched Funding Corp.
50 Danbury Road
Wilton, Connecticut 06897-4444
Attention: Chief Financial Officer
(with a copy to the General Counsel)
Telephone: (203) 222-4700
Telecopy: (203) 222-4780
Full Name and Account Number for payments:
The Bank of New York, New York
ABA# 021000018
A/C AIG Matched Funding Corp.
Acct.# 8900416130
Ref # 772904

Any notice, demand or other communication given in a manner prescribed in this paragraph shall be deemed to have been delivered on receipt, except that notices sent by facsimile shall be effective on the date such transmission is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine) and notices to AIGMFC sent electronically through the AIG Website shall not be deemed received by AIGMFC unless and until an automatic confirmation acknowledging receipt of such notice has been transmitted to the Escrow Agent, either electronically by e-mail or otherwise.

Section 6.3 Exercise of Rights, Powers and Remedies. Any forbearance, failure, or delay by a party hereto in exercising any right, power or remedy shall not preclude the further exercise thereof, and all of the rights, powers and remedies of a party hereto shall continue in full force and effect unless and until specifically waived in writing by such party.

Section 6.4 Amendment and Waiver. Neither this Agreement nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by duly authorized officers of AIGMFC and the Escrow Agent, respectively. The Escrow Agent hereby further agrees (i) to comply with all terms and conditions of the Escrow Agreement affecting the rights or obligations of AIGMFC under this Agreement and (ii) not to enter into any amendment or agreement relating to the Escrow Agreement or consent to any amendment or agreement in any other agreement relating to the 1999 Loan without the prior written consent of AIGMFC if such amendment or agreement's terms could adversely affect the rights or obligations of AIGMFC under this Agreement.

Section 6.5 No Personal Liability. No covenant, agreement or obligation contained in this Agreement shall be deemed to be a covenant, agreement or obligation of any present or future director, officer or employee of AIGMFC or the Escrow Agent in his individual capacity and no officer executing this Agreement shall be liable personally or be subject to accountability by reason of his execution hereof.

Section 6.6 Separability of Provisions. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 6.7 Governing Law. This Agreement and all rights hereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles.

Section 6.8 Counterparts. This Agreement may be executed in two or more counterparts, and all such counterparts taken together shall be deemed to constitute one and the same agreement.

Section 6.9 Integration of Terms. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto and may not be terminated except as provided herein.

Section 6.10 Interpretation. The headings of the articles and sections hereof are for convenience of reference only and shall not affect the meaning or construction of any provision hereof.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the day and year first above written.

**AIG MATCHED FUNDING CORP.**

By: _____
Steven F. Homscheid

Title: Vice President

**WELLS FARGO BANK, N.A., as Escrow Agent**

By: Steven Gabrud

Title: Vice President

**SCHEDULE A**
**TO THE**
**INVESTMENT AGREEMENT**
**DATED AS OF MAY 3, 2006**
**BETWEEN**
**AIGMFC**
**AND**
**WELLS FARGO BANK, N.A., AS ESCROW AGENT**

| Date | Additional Investments |
|---|---|
| 9/15/2006 | $29,419.92 |
| 3/15/2007 | 29,888.52 |
| 9/15/2007 | 30,371.17 |
| 3/15/2008 | 30,868.31 |
| 9/15/2008 | 31,380.35 |
| 3/15/2009 | 31,907.75 |
| 9/15/2009 | 32,450.96 |
| 3/15/2010 | 33,010.47 |
| 9/15/2010 | 33,310.93 |
| 3/15/2011 | 33,620.40 |
| 9/15/2011 | 33,939.14 |
| 3/15/2012 | 34,267.46 |
| 9/15/2012 | 34,605.60 |
| 3/15/2013 | 34,953.91 |
| 9/15/2013 | 35,312.65 |
| 3/15/2014 | 35,682.14 |
| 9/15/2014 | 36,062.73 |
| 3/15/2015 | 36,454.74 |
| 9/15/2015 | 36,858.48 |
| 3/15/2016 | 37,274.35 |
| 9/15/2016 | 37,702.69 |
| 3/15/2017 | 38,143.86 |
| 9/15/2017 | 38,598.28 |
| 3/15/2018 | 39,066.34 |
| 9/15/2018 | 39,548.41 |
| 3/15/2019 | 40,044.94 |
| 9/15/2019 | 40,556.38 |
| 3/15/2020 | 41,083.14 |
| 9/15/2020 | 41,349.88 |

| | |
|---|---|
| 3/15/2021 | 41,624.62 |
| 9/15/2021 | 41,907.60 |
| 3/15/2022 | 42,199.05 |
| 9/15/2022 | 42,499.26 |
| 3/15/2023 | 42,808.47 |
| 9/15/2023 | 43,126.95 |
| 3/15/2024 | 43,454.98 |
| 9/15/2024 | 43,792.84 |
| 3/15/2025 | 44,140.86 |
| 9/15/2025 | 44,499.29 |
| 3/15/2026 | 44,868.48 |
| 9/15/2026 | 45,248.75 |
| 3/15/2027 | 45,640.42 |
| 9/15/2027 | 46,043.84 |
| 3/15/2028 | 46,459.35 |
| 9/15/2028 | 46,887.32 |
| 3/15/2029 | 47,328.14 |

EXHIBIT A

AIG Matched Funding Corp.
50 Danbury Road
Wilton, CT 06897-4444

Reference # 772904

Dear AIG Matched Funding Corp.:

This letter is to confirm the following transactions called in by phone to on at :

| | AIGMFC REF | FUND | DATE | DEPOSIT | DRAW |
|---|---|---|---|---|---|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |

**AIGMFC WIRE INSTRUCTIONS:**

THE BANK OF NEW YORK, NEW YORK
ABA #021000018
A/C AIG MATCHED FUNDING CORP.
A/C# 8900416130

**ESCROW AGENT WIRE INSTRUCTIONS:**

ABA:
BEN BANK:
A/C:
REF:
ATTN:

**ADDITIONAL INFORMATION:**

_____

_____

If there are any questions, please contact:

NAME:
PHONE:

AUTHORIZED
SIGNATURE _____

# EXHIBIT B

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Updated 11/20/03