1987 Interest Rate and Currency Exchange Definitions

ISDA ®

INTERNATIONAL SWAP DEALERS ASSOCIATION, INC.

INTRODUCTION

The 1987 Interest Rate and Currency Exchange Definitions are intended for use in letter agreements and telexes that document individual swap transactions governed by the "Interest Rate and Currency Exchange Agreement" published by the International Swap Dealers Association, Inc. ("ISDA"). A sample form of letter agreement and telex is attached as Exhibit I to these definitions and provisions.

ISDA does not assume any liability for the non-availability or miscalculation of, or any error or omission in, any of the rates referred to in these definitions and provisions.

ISDA appreciates the contribution of Cravath, Swaine & Moore to these definitions and provisions.

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1987 INTEREST RATE AND CURRENCY EXCHANGE DEFINITIONS

Any or all of the following definitions and provisions may be incorporated into a document by wording in the document indicating that, or the extent to which, the document is subject to the 1987 Interest Rate and Currency Exchange Definitions (as published by the International Swap Dealers Association, Inc.). All definitions and provisions so incorporated in a document will be applicable to that document unless otherwise provided in that document, and all terms defined in these definitions and provisions and used in any definition or provision that is incorporated by reference in a document will have the respective meanings set forth in these definitions and provisions unless otherwise provided in that document. Any term used in a document will, when combined with the name of a party, have meaning in respect of the named party only.

ARTICLE 1

CERTAIN GENERAL DEFINITIONS

Section 1.1. Swap Transaction. "Swap Transaction" means a rate exchange or swap transaction, including transactions involving a single currency or two or more currencies.

Section 1.2. Banking Day. "Banking Day" means, in respect of any city, any day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in that city.

Section 1.3. Business Day. "Business Day" means, in respect of an Initial Exchange Date, a Final Exchange Date, a Payment Date, a Period End Date, a Reset Date or a Valuation Date, a day on which commercial banks and foreign exchange markets settle payments in the place(s) and on the days specified for that purpose in the document exchanged between the parties confirming the Swap Transaction and, if place(s) and days are not so specified, a day (a) on which commercial banks and foreign exchange markets settle payments in the same currency as the payment obligation that is payable on or calculated by reference to that date in (i) Sydney, if the currency is the Australian Dollar, (ii) Brussels, if the currency is the Belgian Franc, (iii) Toronto, if the currency is the Canadian Dollar, (iv) Frankfurt, if the currency is the Deutsche Mark, (v) Paris, if the currency is the French Franc, (vi) Hong Kong, if the currency is the Hong Kong Dollar, (vii) Milan, if the currency is the Italian Lire, (viii) Brussels and Luxembourg, if the currency is the Luxembourg Franc, (ix) Wellington, if the currency is the New Zealand Dollar, (x) London, if the currency is Sterling, (xi) Zurich, if the currency is the Swiss Franc, (xii) New York and London, if the currency is the U.S. Dollar and either (A) the payment obligation is calculated by reference to any "LIBOR" Floating Rate Option or (B) the payment obligations of the other party to the Swap Transaction are payable in the U.S. Dollar and are calculated by reference to any "LIBOR" Floating Rate Option, (xiii) New York, if the currency is the U.S. Dollar and neither clause (xii)(A) nor clause (xii) (B) above is applicable, and (xiv) Tokyo, if the currency is the Yen; and (b) that is an ECU Settlement Day, if the payment obligation that is payable on or calculated by reference to that date is to be made in the European Currency Unit.

Section 1.4. Currencies.

(a) **Australian Dollar.** "Australian Dollar", "A$" and "AUD" each means the lawful currency of Australia.

(b) **Belgian Franc.** "Belgian Franc", "Bfr" and "BEF" each means the lawful currency of the Kingdom of Belgium, including the Commercial Belgian Franc and the Financial Belgian Franc.

    (i) "Commercial Belgian Franc", "Commercial Bfr" and "Commercial BEF" each means the Belgian Franc that is used for transactions in foreign currencies that are required by the Belgian-Luxembourg Exchange Institute to be settled on the regulated exchange market of the Belgian-Luxembourg Economic Union.

    (ii) "Financial Belgian Franc", "Financial Bfr" and "Financial BEF" each means the Belgian Franc that is used for transactions in foreign currencies that may be settled on the exchange market of the Belgian-Luxembourg Economic Union without restriction.

(c) **Canadian Dollar.** "Canadian Dollar", "C$" and "CAD" each means the lawful currency of Canada.

(d) **Deutsche Mark.** "Deutsche Mark", "DM" and "DEM" each means the lawful currency of the Federal Republic of Germany.

(e) **Dutch Guilder.** "Dutch Guilder", "DF1" and "NLG" each means the lawful currency of The Kingdom of The Netherlands.

(f) **European Currency Unit.** "European Currency Unit", "ECU" and "XEU" each means a currency, one unit of which is equal in value to the European Currency Unit that is used in the European Monetary System, or, in the event that the European Currency Unit is no longer used in the European Monetary System, a currency, the value of which is determined as provided in Article 9 of these definitions and provisions.

(g) **French Franc.** "French Franc", "Ffr" and "FRF" each means the lawful currency of the Republic of France.

(h) **Hong Kong Dollar.** "Hong Kong Dollar", "HK$" and "HKD" each means the lawful currency of Hong Kong.

(i) **Italian Lire.** "Italian Lire", "Lire" and "ITL" each means the lawful currency of the Republic of Italy.

(j) **Luxembourg Franc.** "Luxembourg Franc", "Lfr" and "LUF" each means the lawful currency of the Grand Duchy of Luxembourg, including the Commercial Luxembourg Franc and the Financial Luxembourg Franc.

    (i) "Commercial Luxembourg Franc", "Commercial Lfr" and "Commercial LUF" each means the Luxembourg Franc that is used for transactions in foreign currencies that are required by the Belgian-Luxembourg Exchange Institute to be settled on the regulated exchange market of the Belgian-Luxembourg Economic Union.

(ii) "Financial Luxembourg Franc". "Financial Lfr" and "Financial LUF" each means the Luxembourg Franc that is used for transactions in foreign currencies that may be settled on the exchange market of the Belgian-Luxembourg Economic Union without restriction.

(k) **New Zealand Dollar.** "New Zealand Dollar". "NZ$" and "NZD" each means the lawful currency of New Zealand.

(l) **Sterling.** "Sterling". "£" and "GBP" each means the lawful currency of the United Kingdom.

(m) **Swiss Franc.** "Swiss Franc", "Sfr" and "CHF" each means the lawful currency of Switzerland.

(n) **U.S. Dollar.** "U.S. Dollar", "Dollar", "U.S.$", "$" and "USD" each means the lawful currency of the United States of America.

(o) **Yen.** "Yen", "¥" and "JPY" each means the lawful currency of Japan.

Section 1.5. ECU Settlement Day. "ECU Settlement Day" means any day that (a) is not either (i) a Saturday or a Sunday or (ii) a day which appears as an ECU Non-Settlement Day on the display designated as page "ISDE" on the Reuter Monitor Money Rates Service (or a day so designated by the ECU Banking Association, if ECU Non-Settlement Days do not appear on that page) and, if ECU Non-Settlement Days do not appear on that page (and are not so designated). a day on which payments in the European Currency Unit cannot be settled in the international interbank market and (b) is a day on which payments in the European Currency Unit can be settled by commercial banks and in foreign exchange markets in the place in which the relevant account for payment is located.

ARTICLE 2

PARTIES

Section 2.1. Fixed Rate Payer. "Fixed Rate Payer" means, in respect of a Swap Transaction, a party obligated to make payments from time to time during the Term of the Swap Transaction of amounts calculated by reference to a fixed per annum rate.

Section 2.2. Floating Rate Payer. "Floating Rate Payer" means, in respect of a Swap Transaction, a party obligated to make payments from time to time during the Term of the Swap Transaction of amounts calculated by reference to a floating per annum rate.

ARTICLE 3

TERM

Section 3.1. Term. "Term" means the period commencing on the Effective Date of a Swap Transaction and ending on the Termination Date of the Swap Transaction.

Section 3.2. Effective Date. "Effective Date" means the date specified as such for a Swap Transaction, which date is the first day of the Term of the Swap Transaction.

Section 3.3. Termination Date. "Termination Date" means the date specified as such for a Swap Transaction, which date is the last day of the Term of the Swap Transaction.

Section 3.4. Initial Exchange Date. "Initial Exchange Date" means, in respect of a Swap Transaction and a party, the date specified as such or, if a date is not so specified and an Initial Exchange Amount is specified, the Effective Date, except that an adjustment will be made if the Initial Exchange Date for a party would otherwise fall on a day that is not a Business Day, so that the Initial Exchange Date for that party will be the first following day that is a Business Day.

Section 3.5. Final Exchange Date. "Final Exchange Date" means, in respect of a Swap Transaction and a party, the date specified as such or, if a date is not so specified and a Final Exchange Amount is specified, the Termination Date, except that an adjustment will be made if the Final Exchange Date for a party would otherwise fall on a day that is not a Business Day, so that the Final Exchange Date for that party will be the first following day that is a Business Day.

Section 3.6. Trade Date. "Trade Date" means, in respect of a Swap Transaction, the date on which the parties enter into the Swap Transaction.

ARTICLE 4

CERTAIN DEFINITIONS RELATING TO PAYMENTS

Section 4.1. Initial Exchange Amount. "Initial Exchange Amount" means, in respect of a Swap Transaction and a party, an amount that is specified as such for that party and, subject to any applicable condition precedent, is payable by that party on the Initial Exchange Date.

Section 4.2. Final Exchange Amount. "Final Exchange Amount" means, in respect of a Swap Transaction and a party, an amount that is specified as such for that party and, subject to any applicable condition precedent, is payable by that party on the Final Exchange Date.

Section 4.3. Fixed Amount. "Fixed Amount" means, in respect of a Swap Transaction and a Fixed Rate Payer, an amount that, subject to any applicable condition precedent, is payable by that Fixed Rate Payer on an applicable Payment Date and determined by reference to a Calculation Period as provided in Article 5 of these definitions and provisions.

Section 4.4. Floating Amount. "Floating Amount" means, in respect of a Swap Transaction and a Floating Rate Payer, an amount that, subject to any applicable condition precedent, is payable by that Floating Rate Payer on an applicable Payment Date and determined by reference to a Floating Rate Option and a Calculation Period as provided in Article 6 of these definitions and provisions.

Section 4.5. Currency Amount. "Currency Amount" means, in respect of a party and any Calculation Period for a Swap Transaction involving more than one currency, the amount specified as such for the Swap Transaction or that party.

Section 4.6. Notional Amount. "Notional Amount" means, in respect of a party and any Calculation Period for a Swap Transaction involving one currency, the amount specified as such for the Swap Transaction.

Section 4.7. Calculation Amount. "Calculation Amount" means, in respect of a Swap Transaction and a party, the Notional Amount or the applicable Currency Amount, as the case may be.

Section 4.8. FRN Convention. "FRN Convention" means, with respect to either Payment Dates or Period End Dates for a Swap Transaction and a party, that the Payment Dates or Period End Dates of that party will be each day during the Term of the Swap Transaction that numerically corresponds to the preceding applicable Payment Date or Period End Date, as the case may be, of that party in the calendar month that is the specified number of months after the month in which the preceding applicable Payment Date or Period End Date occurred (or, in the case of the first applicable Payment Date or Period End Date, the day that numerically corresponds to the Effective Date in the calendar month that is the specified number of months after the month in which the Effective Date occurred), except that (a) if there is not any such numerically corresponding day in the calendar month in which a Payment Date or Period End Date, as the case may be, of that party should occur, then the Payment Date or Period End Date will be the last day that is a Business Day in that month, (b) if a Payment Date or Period End Date, as the case may be, of that party would otherwise fall on a day that is not a Business Day, then the Payment Date or Period End Date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case the Payment Date or Period End Date will be the first preceding day that is a Business Day, and (c) if the preceding applicable Payment Date or Period End Date, as the case may be, of that party occurred on the last day in a calendar month that was a Business Day, then all subsequent applicable Payment Dates or Period End Dates, as the case may be, of that party prior to the Termination Date will be the last day that is a Business Day in the month that is the specified number of months after the month in which the preceding applicable Payment Date or Period End Date occurred. "Eurodollar Convention" has the same meaning as FRN Convention.

Section 4.9. Payment Date. "Payment Date" means, in respect of a Swap Transaction and a party,

(a) if "Delayed Payment" or "Early Payment" is not specified for the Swap Transaction or that party and Payment Dates are specified or otherwise predetermined for the Swap Transaction or that party, each day during the Term of the Swap Transaction so specified or predetermined and the Termination Date;

(b) if "Delayed Payment" or "Early Payment" is not specified for the Swap Transaction or that party and the parties specify that Payment Dates for the Swap Transaction or that party will occur in accordance with the FRN Convention at a specified interval of calendar months, each day during the

Term of the Swap Transaction at the specified interval, determined in accordance with the FRN Convention, and the Termination Date;

(c) if "Delayed Payment" and a period of days are specified for the Swap Transaction or that party and Period End Dates are established for the Swap Transaction or that party, each day that is the specified number of days after an applicable Period End Date or after the Termination Date; or

(d) if "Early Payment" and a period of days are specified for the Swap Transaction or that party and Period End Dates are established for the Swap Transaction or that party, each day that is the specified number of days before an applicable Period End Date or before the Termination Date;

except that, in the case of subsections (a), (c) and (d) above, an adjustment will be made if any Payment Date of a party would otherwise fall on a day that is not a Business Day, so that

(e) if (i) the "Following Business Day" convention is specified for the Swap Transaction or that party or (ii) an applicable convention is not so specified, the Payment Date will be the first following day that is a Business Day;

(f) if the "Modified Following Business Day" convention is specified for the Swap Transaction or that party, the Payment Date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case the Payment Date will be the first preceding day that is a Business Day; or

(g) if the "Preceding Business Day" convention is specified for the Swap Transaction or that party, the Payment Date will be the first preceding day that is a Business Day.

Section 4.10. Period End Date. "Period End Date" means, in respect of a Swap Transaction and a party,

(a) if Period End Dates are not established for the Swap Transaction or that party, each Payment Date of that party during the Term of the Swap Transaction;

(b) if Period End Dates are specified or otherwise predetermined for the Swap Transaction or that party, each day during the Term so specified or predetermined; or

(c) if it is specified for the Swap Transaction or that party that Period End Dates will occur in accordance with the FRN Convention and an interval of calendar months is specified, and if "Delayed Payment" or "Early Payment" is specified for the Swap Transaction or that party, each day during the Term at the specified interval, determined in accordance with the FRN Convention;

except that, in the case of subsection (b) above, an adjustment may be made if any Period End Date of a party would otherwise fall on a day that is not a Business Day, so that

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(d) if "No Adjustment of Period End Dates" is specified for the Swap Transaction or that party, an adjustment will not be made, notwithstanding that the Period End Date occurs on a day that is not a Business Day;

(e) if (i) the "Following Business Day" convention is specified for the Swap Transaction or that party or (ii) an applicable convention is not so specified, the Period End Date will be the first following day that is a Business Day;

(f) if the "Modified Following Business Day" convention is specified for the Swap Transaction or that party, the Period End Date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case the Period End Date will be the first preceding day that is a Business Day; or

(g) if the "Preceding Business Day" convention is specified for the Swap Transaction or that party, the Period End Date will be the first preceding day that is a Business Day.

Section 4.11. Calculation Period. "Calculation Period" means, in respect of a Swap Transaction and a party, each period from, and including, one Period End Date of that party to, but excluding, the next following applicable Period End Date during the Term of the Swap Transaction, except that (a) the initial Calculation Period for the party will commence on, and include, the Effective Date, and (b) the final Calculation Period for the party will end on, but exclude, the Termination Date.

Section 4.12. Calculation Agent. "Calculation Agent" means the party to a Swap Transaction (or a third party) designated as such for the Swap Transaction and responsible for (a) calculating the applicable Floating Rate, if any, for each Calculation Period or Compounding Period, (b) calculating any Floating Amount payable for each Calculation Period, (c) calculating any Fixed Amount payable for each Calculation Period, (d) calculating a Currency Amount by reference to a Currency Amount in another currency on or prior to the Effective Date of the Swap Transaction, (e) giving notice to the parties to the Swap Transaction on the Calculation Date for each Calculation Period, specifying (i) the date for payment for such Calculation Period, (ii) the party or parties required to make the payment or payments then due, (iii) the amount or amounts of the payment or payments then due and (iv) reasonable details as to how the amount or amounts were determined and (f) if, after notice is given, there is a change in the number of days in the relevant Calculation Period and the amount or amounts of the payment or payments due for that period, promptly giving the parties to the Swap Transaction notice of those changes, with reasonable details as to how those changes were determined. Whenever the Calculation Agent is required to select (i) banks or dealers for the purpose of calculating a Floating Rate or a Market Exchange Rate, (ii) any exchange rate or (iii) a Selected Currency, the Calculation Agent will make the selection in good faith after consultation with the other party (or the parties, if the Calculation Agent is a third party), if practicable, for the purpose of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in the relevant market or designating a freely convertible currency, as the case may be.

Section 4.13. Calculation Date. "Calculation Date" means, in respect of any Calculation Period, the earliest day on which it is practicable to provide the notice that the Calculation Agent is required to give for that Calculation Period, and in no event later than the close of business on the Business Day next preceding the Payment Date for that Calculation Period.

ARTICLE 5

FIXED AMOUNTS

Section 5.1. Calculation of a Fixed Amount. The Fixed Amount payable by a party on each applicable Payment Date for any Calculation Period will be

(a) if an amount is specified for the Swap Transaction as the Fixed Amount payable by that party for that Calculation Period, such amount; or

(b) if an amount is not specified for the Swap Transaction as the Fixed Amount payable by that party for that Calculation Period, an amount calculated on a formula basis for that Calculation Period as follows:

$$\text{Fixed Amount} = \text{Calculation Amount} \times \text{Fixed Rate} \times \text{Fixed Rate Day Count Fraction}$$

Section 5.2. Certain Definitions Relating to Fixed Amounts. For purposes of the calculation of a Fixed Amount payable by a party:

(a) "Fixed Rate" means the per annum rate specified as such for the Swap Transaction or that party, expressed as a decimal.

(b) "Fixed Rate Day Count Fraction" means

(i) if "Actual/365" is specified for the Swap Transaction or that party as the applicable Fixed Rate Day Count Fraction, the actual number of days in the Calculation Period in respect of which payment is being made divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(ii) if "Actual/365(Fixed)" is specified for the Swap Transaction or that party as the applicable Fixed Rate Day Count Fraction, the actual number of days in the Calculation Period in respect of which payment is being made divided by 365;

(iii) if "Actual/360" is specified for the Swap Transaction or that party as the applicable Fixed Rate Day Count Fraction, the actual number of days in the Calculation Period in respect of which payment is being made divided by 360; or

(iv) if "30/360" or "360/360" is specified for the Swap Transaction or that party as the applicable Fixed Rate Day Count Fraction, the number of days in the Calculation Period in respect of which payment is being made (calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

ARTICLE 6

FLOATING AMOUNTS

Section 6.1. Calculation of a Floating Amount. The Floating Amount payable by a party on each applicable Payment Date for any Calculation Period will be

(a) if Compounding is specified for the Swap Transaction or that party, an amount equal to the sum of the Compounding Period Amounts for each of the Compounding Periods in that Calculation Period; or

(b) if Compounding is not specified for the Swap Transaction or that party, an amount calculated on a formula basis in respect of that Calculation Period as follows:

$$\text{Floating Amount} = \text{Calculation Amount} \times \text{Floating Rate} \pm \text{Spread} \times \text{Floating Rate Day Count Fraction}$$

Section 6.2. Calculation of a Compounding Period Amount. The Compounding Period Amount for any Compounding Period will be an amount calculated on a formula basis in respect of that Compounding Period as follows:

$$\text{Compounding Period Amount} = \text{Adjusted Calculation Amount} \times \text{Floating Rate} \pm \text{Spread} \times \text{Floating Rate Day Count Fraction}$$

Section 6.3. Certain Definitions Relating to Floating Amounts. For purposes of the calculation of a Floating Amount payable by a party:

(a) "Floating Rate" means, for any Calculation Period or Compounding Period, a per annum rate, expressed as a decimal, equal to

(i) if a per annum rate is specified for the Swap Transaction or that party to be the Floating Rate applicable to that Calculation Period or Compounding Period, the Floating Rate so specified;

(ii) if only one Reset Date is established for the Swap Transaction or that party during (or with respect to) that Calculation Period or Compounding Period, the Relevant Rate for that Reset Date;

(iii) if more than one Reset Date is established for the Swap Transaction or that party during (or with respect to) that Calculation Period or Compounding Period and the "Unweighted Average Rate" method of calculation is specified, the arithmetic mean of the Relevant Rates for each of these Reset Dates;

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(iv) if more than one Reset Date is established for the Swap Transaction or that party during (or with respect to) that Calculation Period or Compounding Period and the "Weighted Average Rate" method of calculation is specified, the arithmetic mean of the Relevant Rates in effect for each day in that Calculation Period or Compounding Period, calculated by multiplying each Relevant Rate by the number of days such Relevant Rate is in effect, determining the sum of such products and dividing such sum by the number of days in the Calculation Period or Compounding Period; or

(v) if more than one Reset Date is established for the Swap Transaction or that party during (or with respect to) that Calculation Period or Compounding Period and neither the "Unweighted Average Rate" nor the "Weighted Average Rate" method of calculation is specified, a Floating Rate determined as if "Unweighted Averate Rate" had been specified as the applicable method of calculation.

(b) "Reset Date" means each day specified as such (or determined pursuant to a method specified for such purpose) for the Swap Transaction or that party, except that an adjustment will be made if any Reset Date of a party would fall on a day that is not a Business Day, so that (i) if the payment obligations calculated by reference to that Reset Date are to be made in Sterling or the Hong Kong Dollar, the Reset Date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case the Reset Date will be the first preceding day that is a Business Day, (ii) if the payment obligations calculated by reference to that Reset Date are to be made in the Canadian Dollar, the Reset Date will be the first following day that is a Business Day, and (iii) if the payment obligations calculated by reference to that Reset Date are to be made in any other currency, the Reset Date will be the first preceding day that is a Business Day.

(c) "Relevant Rate" means (subject to the effect of any applicable Rate Cut-off Date), for any day, a per annum rate, expressed as a decimal, equal to

(i) if such day is a Reset Date, the rate determined with respect to that day for the specified Floating Rate Option as provided in Article 7 of these definitions and provisions; or

(ii) if such day is not a Reset Date, the Relevant Rate determined pursuant to clause (i) above for the next preceding Reset Date.

(d) "Rate Cut-off Date" means each day specified as such (or determined pursuant to a method specified for such purpose) for the Swap Transaction or that party. The Relevant Rate for each Reset Date in the period from, and including, a Rate Cut-off Date to, but excluding, the next applicable Period End Date (or, in the case of the last Calculation Period, the Termination Date) will (solely for purposes of calculating the Floating Amount payable on the next applicable Payment Date) be deemed to be the Relevant Rate in effect on that Rate Cut-off Date.

(e) "Spread" means the per annum rate, if any, specified as such for the Swap Transaction or the party (expressed as a decimal). For purposes of determining a Floating Amount or a Compounding Period Amount, if positive the Spread will be added to the Floating Rate and if negative the Spread will be subtracted from the Floating Rate.

(f) "Floating Rate Day Count Fraction" means, in respect of any Calculation Period or Compounding Period, (i) if any "USD-TBILL" Floating Rate Option is specified as the applicable Floating Rate Option, the actual number of days in that Calculation Period or Compounding Period divided by 365 (or, if any portion of that Calculation Period or Compounding Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period or Compounding Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period or Compounding Period falling in a nonleap year divided by 365), (ii) if any "GBP-LIBOR", "HKD-HIBOR", "CAD-BA" or "CAD-TBILL" Floating Rate Option is specified as the applicable Floating Rate Option, the actual number of days in that Calculation Period or Compounding Period divided by 365, and (iii) in all other cases, the actual number of days in that Calculation Period or Compounding Period divided by 360.

Section 6.4. Certain Additional Definitions Relating to Compounding. For purposes of the calculation of a Floating Amount where "Compounding" is specified:

(a) "Compounding Period" means, in respect of a Calculation Period, each period from, and including, one Compounding Date to, but excluding, the next following applicable Compounding Date during that Calculation Period, except that (i) each initial Compounding Period for a Swap Transaction will commence on, and include, the Effective Date and (ii) each final Compounding Period for a Swap Transaction will end on, but exclude, the Termination Date.

(b) "Compounding Date" means each day during the Term of a Swap Transaction specified as such (or determined pursuant to a method specified for such purpose) for the Swap Transaction or a party, except that, if the Period End Date for that Calculation Period is subject to adjustment in accordance with Section 4.10 hereof, each applicable Compounding Date in that Calculation Period will be subject to adjustment in the same manner as the Period End Date.

(c) "Adjusted Calculation Amount" means (i) in respect of the first Compounding Period in any Calculation Period, the Calculation Amount for that Calculation Period and (ii) in respect of each succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period.

ARTICLE 7

CALCULATION OF RATES FOR CERTAIN FLOATING RATE OPTIONS

Section 7.1. Floating Rate Options. For purposes of determining a Relevant Rate:

(a) *Australian Dollar.*

(i) "AUD-BBR-ISDC" means that the rate for a Reset Date will be the rate for Australian Dollar bills of exchange for a period of the Designated Maturity which appears on the Reuters Screen ISDC Page as of 10:00 a.m., Sydney time, on that Reset Date. If such rate does not appear on the Reuters Screen ISDC Page, the rate for that Reset Date will be determined as if the parties had specified "AUD-BBR-Reference Banks" as the applicable Floating Rate Option.

(ii) "AUD-BBR-Reference Banks" means that the rate for a Reset Date will be the average of the mean bid and offered rates quoted by each of the Reference Banks for Australian Dollar bills of exchange for a period of the Designated Maturiy for settlement on that Reset Date and in a Representative Amount at approximately 10:00 a.m., Sydney time, on that Reset Date. The Calculation Agent will request the principal Sydney office of each of the Reference Banks to provide a quotation of its rates.

(iii) "AUD-LIBOR-BBA" means that the rate for a Reset Date will be the rate for deposits in Australian Dollars for a period of the Designated Maturity which appears on the Telerate Page 3740 as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Telerate Page 3740, the rate for that Reset Date will be determined as if the parties had specified "AUD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(iv) "AUD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Australian Dollars are offered by the Reference Banks at approximately 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date to prime banks in the London interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Sydney, selected by the Calculation Agent, at approximately 11:00 a.m., Sydney time, on that Reset Date for loans in Australian Dollars to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(b) *Belgian Franc*.

(i) "BEF-BIBOR-ISDB" means that the rate for a Reset Date will be the rate for deposits in Belgian Francs for a period of the Designated Maturity which appears on the Reuters Screen ISDB Page as of 11:00 a.m., Brussels time, on the day that is two Brussels Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ISDB Page, the rate for that Reset Date will be determined as if the parties had specified "BEF-BIBOR-Reference Banks" as the applicable Floating Rate Option.

(ii) "BEF-BIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Financial Belgian Francs are offered by the Reference Banks at approximately 11:00 a.m., Brussels time, on the day that is two Brussels Banking Days preceding that Reset Date to prime banks in the Brussels interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Brussels office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Brussels, selected by the Calculation Agent, at approximately 11:00 a.m., Brussels time, on that Reset Date for loans in Financial Belgian Francs to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(iii) "COMBEF-BIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Commercial Belgian Francs are offered by the Reference Banks at approximately 11:00 a.m., Brussels time, on the day that is two Brussels Banking Days preceding that Reset Date to prime banks in the Brussels interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Brussels office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Brussels, selected by the Calculation Agent, at approximately 11:00 a.m., Brussels time, on that Reset Date for loans in Commercial Belgian Francs to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(c) *Canadian Dollar*.

(i) "CAD-BA-ISDD" means that the rate for a Reset Date will be the rate for Canadian Dollar bankers acceptances for a period of the Designated Maturity which appears on the Reuters Screen ISDD Page as of 10:00 a.m., Toronto time, on that Reset Date. If such rate does not appear on the Reuters Screen ISDD Page, the rate for that Reset Date will be

determined as if the parties had specified "CAD-BA-Reference Banks" as the applicable Floating Rate Option.

(ii) "CAD-BA-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the arithmetic mean of the bid rates of the Reference Banks for Canadian Dollar bankers acceptances for a period of the Designated Maturity for settlement on that Reset Date and in a Representative Amount accepted by the Reference Banks as of 10:00 a.m., Toronto time, on that Reset Date. The Calculation Agent will request the principal Toronto office of each of the Reference Banks to provide a quotation of its rate.

(iii) "CAD-TBILL-ISDD" means that the rate for a Reset Date will be the rate for Government of Canada Treasury bills for a period of the Designated Maturity which appears on the Reuters Screen ISDD Page as of 10:00 a.m., Toronto time, on that Reset Date. If such rate does not appear on the Reuters Screen ISDD Page, the rate for that Reset Date will be determined as if the parties had specified "CAD-TBILL-Reference Banks" as the applicable Floating Rate Option.

(iv) "CAD-TBILL-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the arithmetic mean of the secondary market bid rates of the Reference Banks as of 10:00 a.m., Toronto time, on that Reset Date for the issue of current Government of Canada Treasury bills with a remaining maturity closest to the Designated Maturity. The Calculation Agent will request the principal Toronto office of each of the Reference Banks to provide a quotation of its rate.

(d) *Deutsche Mark.*

(i) "DEM-LIBOR-ISDA" means that the rate for a Reset Date will be the rate for deposits in Deutsche Marks for a period of the Designated Maturity which appears on the Reuters Screen ISDA Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ISDA Page, the rate for that Reset Date will be determined as if the parties had specified "DEM-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(ii) "DEM-LIBOR-BBA" means that the rate for a Reset Date will be the rate for deposits in Deutsche Marks for a period of the Designated Maturity which appears on the Telerate Page 3750 as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Telerate Page 3750, the rate for that Reset Date will be determined as if the parties had specified "DEM-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(iii) "DEM-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Deutsche Marks are offered by the Reference Banks at approximately 11:00 a.m., London time, on the day that is two London Banking Days

preceding that Reset Date to prime banks in the London interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Frankfurt, selected by the Calculation Agent, at approximately 11:00 a.m., Frankfurt time, on that Reset Date for loans in Deutsche Marks to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(iv) "DEM-FIBOR-ISDB" means that the rate for a Reset Date will be the rate for deposits in Deutsche Marks for a period of the Designated Maturity which appears on the Reuters Screen ISDB Page as of 12:00 noon, Frankfurt time, on that Reset Date. If such rate does not appear on the Reuters Screen ISDB Page, the rate for that Reset Date will be determined as if the parties had specified "DEM-FIBOR-Reference Banks" as the applicable Floating Rate Option.

(v) "DEM-FIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Deutsche Marks are offered by the Reference Banks at approximately 12:00 noon, Frankfurt time, on that Reset Date to prime banks in the Frankfurt interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Frankfurt office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Frankfurt, selected by the Calculation Agent, at approximately 12:00 noon, Frankfurt time, on that Reset Date for loans in Deutsche Marks to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(e) *Dutch Guilder.*

(i) "NLG-AIBOR-ISDB" means that the rate for a Reset Date will be the rate for deposits in Dutch Guilders for a period of the Designated Maturity which appears on the Reuters Screen ISDB Page as of 11:00 a.m., Amsterdam time, on the day that is two Amsterdam Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ISDB Page, the rate for that Reset Date will be determined as if the parties had specified "NLG-AIBOR-Reference Banks" as the applicable Floating Rate Option.

(ii) "NLG-AIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Dutch Guilders are offered by the Reference Banks at approximately 11:00 a.m., Amsterdam time, on the day that is two Amsterdam Banking Days

preceding that Reset Date to prime banks in the Amsterdam interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Amsterdam office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Amsterdam, selected by the Calculation Agent, at approximately 11:00 a.m., Amsterdam time, on that Reset Date for loans in Dutch Guilders to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(f) *European Currency Unit.*

(i) "XEU-LIBOR-ISDA" means that the rate for a Reset Date will be the rate for deposits in European Currency Units for a period of the Designated Maturity which appears on the Reuters Screen ISDA Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ISDA Page, the rate for that Reset Date will be determined as if the parties had specified "XEU-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(ii) "XEU-LIBOR-BBA" means that the rate for a Reset Date will be the rate for deposits in European Currency Units for a period of the Designated Maturity which appears on the Telerate Page 3750 as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Telerate Page 3750, the rate for that Reset Date will be determined as if the parties had specified "XEU-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(iii) "XEU-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in European Currency Units are offered by the Reference Banks at approximately 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date to prime banks in the London interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Luxembourg, selected by the Calculation Agent, at approximately 11:00 a.m., Luxembourg time, on that Reset Date for loans in European Currency Units to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(iv) "XEU-PIBOR-ISDB" means that the rate for a Reset Date will be the rate for deposits in European Currency Units for a period of the Designated Maturity which appears on the Reuters Screen ISDB Page as of 11:00 a.m., Paris time, on the day that is two Paris Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ISDB Page, the rate for that Reset Date will be determined as if the parties had specified "XEU-PIBOR-Reference Banks" as the applicable Floating Rate Option.

(v) "XEU-PIBOR-AFB" means that the rate for a Reset Date will be the rate for deposits in European Currency Units for a period of the Designated Maturity which appears on the Telerate Page 20041 as of 11:00 a.m., Paris time, on the day that is two Paris Banking Days preceding that Reset Date. If such rate does not appear on the Telerate Page 20041, the rate for that Reset Date will be determined as if the parties had specified "XEU-PIBOR-Reference Banks" as the applicable Floating Rate Option.

(vi) "XEU-PIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in European Currency Units are offered by the Reference Banks at approximately 11:00 a.m., Paris time, on the day that is two Paris Banking Days preceding that Reset Date to prime banks in the Paris interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Paris office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Paris, selected by the Calculation Agent, at approximately 11:00 a.m., Paris time, on that Reset Date for loans in European Currency Units to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(g) *French Franc.*

(i) "FRF-PIBOR-ISDB" means that the rate for a Reset Date will be the rate for deposits in French Francs for a period of the Designated Maturity which appears on the Reuters Screen ISDB Page as of 11:00 a.m., Paris time, on the day that is one Paris Banking Day preceding that Reset Date. If such rate does not appear on the Reuters Screen ISDB Page, the rate for that Reset Date will be determined as if the parties had specified "FRF-PIBOR-Reference Banks" as the applicable Floating Rate Option.

(ii) "FRF-PIBOR-AFB" means that the rate for a Reset Date will be the rate for deposits in French Francs for a period of the Designated Maturity which appears on the Telerate Page 20041 as of 11:00 a.m., Paris time, on the day that is one Paris Banking Day preceding that Reset Date. If such rate does not appear on the Telerate Page 20041, the rate for that

Reset Date will be determined as if the parties had specified "FRF-PIBOR-Reference Banks" as the applicable Floating Rate Option.

(iii) "FRF-PIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in French Francs are offered by the Reference Banks at approximately 11:00 a.m., Paris time, on the day that is one Paris Banking Day preceding that Reset Date to prime banks in the Paris interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Paris office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer that two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Paris, selected by the Calculation Agent, at approximately 11:00 a.m., Paris time, on that Reset Date for loans in French Francs to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(h) *Hong Kong Dollar.*

(i) "HKD-HIBOR-ISDC" means that the rate for a Reset Date will be the rate for deposits in Hong Kong Dollars for a period of the Designated Maturity which appears on the Reuters Screen ISDC Page as of 11:00 a.m., Hong Kong time, on the Reset Date. If such rate does not appear on the Reuters Screen ISDC Page, the rate for that Reset Date will be determined as if the parties had specified "HKD-HIBOR-Reference Banks" as the applicable Floating Rate Option.

(ii) "HKD-HIBOR-HKAB" means that the rate for a Reset Date will be the rate for deposits in Hong Kong Dollars for a period of the Designated Maturity which appears on the Telerate Page 9898 as of 11:00 a.m., Hong Kong time, on the Reset Date. If such rate does not appear on the Telerate Page 9898, the rate for that Reset Date will be determined as if the parties had specified "HKD-HIBOR-Reference Banks" as the applicable Floating Rate Option.

(iii) "HKD-HIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Hong Kong Dollars are offered by the Reference Banks at approximately 11:00 a.m., Hong Kong time, on the Reset Date to prime banks in the Hong Kong interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Hong Kong office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Hong Kong, selected by the Calculation Agent, at approximately 11:00 a.m., Hong Kong time, on that Reset Date for loans in Hong Kong Dollars

to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(i) *Italian Lire.*

(i) "ITL-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Italian Lire are offered by the Reference Banks at approximately 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date to prime banks in the London interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Rome, selected by the Calculation Agent, at approximately 11:00 a.m., Rome time, on that Reset Date for loans in Italian Lire to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(j) *Luxembourg Franc.*

(i) "LUF-LUXIBOR-ISDB" means that the rate for a Reset Date will be the rate for deposits in Luxembourg Francs for a period of the Designated Maturity which appears on the Reuters Screen ISDB Page as of 11:00 a.m., Luxembourg time, on the day that is two Luxembourg Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ISDB Page, the rate for that Reset Date will be determined as if the parties had specified "LUF-LUXIBOR-Reference Banks" as the applicable Floating Rate Option.

(ii) "LUF-LUXIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Financial Luxembourg Francs are offered by the Reference Banks at approximately 11:00 a.m., Luxembourg time, on the day that is two Luxembourg Banking Days preceding that Reset Date to prime banks in the Luxembourg interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Luxembourg office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Luxembourg, selected by the Calculation Agent, at approximately 11:00 a.m., Luxembourg time, on that Reset Date for loans in Financial Luxembourg Francs to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(iii) "COMLUF-LUXIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Commercial Luxembourg Francs are offered by the Reference Banks at approximately 11:00 a.m., Luxembourg time, on the day that is two Luxembourg Banking Days preceding that Reset Date to prime banks in the Luxembourg interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Luxembourg office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Luxembourg, selected by the Calculation Agent, at approximately 11:00 a.m., Luxembourg time, on that Reset Date for loans in Commercial Luxembourg Francs to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(k) *New Zealand Dollar.*

(i) "NZD-BBR-ISDC" means that the rate for a Reset Date will be the rate for New Zealand Dollar bills of exchange for a period of the Designated Maturity which appears on the Reuters Screen ISDC Page as of 11:00 a.m., Wellington time, on that Reset Date. If such rate does not appear on the Reuters Screen ISDC Page, the rate for that Reset Date will be determined as if the parties had specified "NZD-BBR-Reference Banks" as the applicable Floating Rate Option.

(ii) "NZD-BBR-Telerate" means that the rate for a Reset Date will be the fixed mid rate for New Zealand Dollar bills of exchange for a period of the Designated Maturity which appears on the Telerate Page 2484 as of 11:00 a.m., Wellington time, on that Reset Date. If such rate does not appear on the Telerate Page 2484, the Reset Date will be determined as if the parties had specified "NZD-BBR-Reference Banks" as the applicable Floating Rate Option.

(iii) "NZD-BBR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the average of the mean bid and offered rates of each of the Reference Banks for New Zealand Dollar bills of exchange for a period of the Designated Maturity for settlement on that Reset Date and in a Representative Amount at approximately 11:00 a.m., Wellington time, on that Reset Date. The Calculation Agent will request the principal Wellington office of each of the Reference Banks to provide a quotation of its rates.

(l) *Sterling.*

(i) "GBP-LIBOR-ISDA" means that the rate for a Reset Date will be the rate for deposits in Sterling for a period of the Designated Maturity which appears on the Reuters Screen ISDA Page as of 11:00 a.m., London time, on that Reset Date. If such rate does not appear on the Reuters Screen ISDA Page, the rate for that Reset Date will be determined as if the

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parties had specified "GBP-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(ii) "GBP-LIBOR-BBA" means that the rate for a Reset Date will be the rate for deposits in Sterling for a period of the Designated Maturity which appears on the Telerate Page 3750 as of 11:00 a.m., London time, on that Reset Date. If such rate does not appear on the Telerate Page 3750, the rate for that Reset Date will be determined as if the parties had specified "GBP-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(iii) "GBP-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Sterling are offered by the Reference Banks at approximately 11:00 a.m., London time, on that Reset Date to prime banks in the London interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in London, selected by the Calculation Agent, at approximately 11:00 a.m., London time, on that Reset Date for loans in Sterling to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(m) *Swiss Franc.*

(i) "CHF-LIBOR-ISDA" means that the rate for a Reset Date will be the rate for deposits in Swiss Francs for a period of the Designated Maturity which appears on the Reuters Screen ISDA Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ISDA Page, the rate for that Reset Date will be determined as if the parties had specified "CHF-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(ii) "CHF-LIBOR-BBA" means that the rate for a Reset Date will be the rate for deposits in Swiss Francs for a period of the Designated Maturity which appears on the Telerate Page 3750 as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Telerate Page 3750, the rate for that Reset Date will be determined as if the parties had specified "CHF-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(iii) "CHF-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Swiss Francs are offered by the Reference Banks at approximately 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date to prime banks in the London interbank market for a period of the Designated Maturity commencing on that Reset Date and in a

Representative Amount. The Calculation Agent will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Zurich, selected by the Calculation Agent, at approximately 11:00 a.m., Zurich time, on that Reset Date for loans in Swiss Francs to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(n) *U.S. Dollar.*

(i) "USD-LIBOR-ISDA" means that the rate for a Reset Date will be the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen ISDA Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ISDA Page, the rate for that Reset Date will be determined as if the parties had specified "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(ii) "USD-LIBOR-BBA" means that the rate for a Reset Date will be the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Telerate Page 3750 as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Telerate Page 3750, the rate for that Reset Date will be determined as if the parties had specified "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(iii) "USD-LIBOR-LIBO" means that the rate in respect of a Reset Date will be determined on the basis of the offered rates for deposits in U.S. Dollars for a period of the Designated Maturity which appear on the Reuters Screen LIBO Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If at least two rates appear on the Reuters Screen LIBO Page, the rate for that Reset Date will be the arithmetic mean of such rates. If fewer than two rates appear, the rate for that Reset Date will be determined as if the parties had specified "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(iv) "USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date to prime banks in the London interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City,

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selected by the Calculation Agent, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(v) "USD-Prime-H.15" means that the rate for a Reset Date will be the rate set forth in H.15(519) for that day opposite the caption "Bank Prime Loan". If on the Calculation Date for a Calculation Period such rate for a Reset Date in that Calculation Period is not yet published in H.15(519), the rate for that Reset Date will be the arithmetic mean of the rates of interest publicly announced by each bank that appears on the Reuters Screen NYMF Page as such bank's prime rate or base lending rate as in effect for that Reset Date as quoted on the Reuters Screen NYMF Page on that Reset Date or, if fewer than four rates appear on the Reuters Screen NYMF Page for that Reset Date, the rate determined as if the parties had specified "USD-Prime-Reference Banks" as the applicable Floating Rate Option.

(vi) "USD-Prime-Reference Banks" means that the rate for a Reset Date will be the arithmetic mean of the rates of interest publicly announced by each Reference Bank as its U.S. Dollar prime rate or base lending rate as in effect for that day. Each change in the prime rate or base lending rate of any bank so announced by such bank will be effective as of the effective date of the announcement or, if no effective date is specified, as of the date of the announcement.

(vii) "USD-TBILL-H.15" means that the rate for a Reset Date on which United States Treasury bills are auctioned will be the rate set forth in H.15(519) for that day opposite the Designated Maturity under the caption "U.S. Government Securities/Treasury Bills/Auction Average (Investment)". If on the Calculation Date for a Calculation Period United States Treasury bills of the Designated Maturity have been auctioned on a Reset Date during that Calculation Period but such rate for such Reset Date is not yet published in H.15(519), the rate for that Reset Date will be the Bond Equivalent Yield of the auction average rate for these Treasury bills as announced by the United States Department of the Treasury. If United States Treasury bills of the Designated Maturity are not auctioned during any period of seven consecutive calendar days ending on and including any Friday and a Reset Date would have occurred if such Treasury bills had been auctioned during that seven-day period, a Reset Date will be deemed to have occurred on the day during that seven-day period on which such Treasury bills would have been auctioned in accordance with the usual practices of the United States Department of the Treasury, and the rate for that Reset Date will be determined as if the parties had specified "USD-TBILL-Secondary Market" as the applicable Floating Rate Option (unless it is indicated for the Swap Transaction that weeks in which United States Treasury bills of the Designated Maturity are not auctioned will be ignored, in which case there will not be any Reset Date during that seven-day period).

(viii) "USD-TBILL-Secondary Market" means that the rate for a Reset Date will be the Bond Equivalent Yield of the rate set forth in H.15(519)

for that day opposite the Designated Maturity under the caption "U.S. Government Securities/Treasury Bills/Secondary Market". If on the Calculation Date for a Calculation Period such rate for a Reset Date in that Calculation Period is not yet published in H.15(519), the rate for that Reset Date will be the Bond Equivalent Yield of the arithmetic mean of the secondary market bid rates of the Reference Dealers as of approximately 3:30 p.m., New York City time, on that day for the issue of United States Treasury bills with a remaining maturity closest to the Designated Maturity.

(ix) "USD-CD-H.15" means that the rate for a Reset Date will be the rate set forth in H.15(519) for that day opposite the Designated Maturity under the caption "CDs (Secondary Market)". If on the Calculation Date for a Calculation Period such rate for a Reset Date in that Calculation Period is not yet published in H.15(519), the rate for that Reset Date will be the rate set forth in Composite 3:30 P.M. Quotations for U.S. Government Securities for that day for the Designated Maturity under the caption "Certificates of Deposit". If on the Calculation Date for a Calculation Period the appropriate rate for a Reset Date in that Calculation Period is not yet published in either H.15(519) or Composite 3:30 P.M. Quotations for U.S. Government Securities, the rate for that Reset Date will be determined as if the parties had specified "USD-CD-Reference Dealers" as the applicable Floating Rate Option.

(x) "USD-CD-Reference Dealers" means that the rate for a Reset Date will be the arithmetic mean of the secondary market offered rates of the Reference Dealers as of 10:00 a.m., New York City time, on that day for negotiable U.S. Dollar certificates of deposit of major United States money market banks with a remaining maturity closest to the Designated Maturity and in a Representative Amount.

(xi) "USD-CP-H.15" means that the rate for a Reset Date will be the Money Market Yield of the rate set forth in H.15(519) for that day opposite the Designated Maturity under the caption "Commercial Paper". If on the Calculation Date for a Calculation Period such rate for a Reset Date in that Calculation Period is not yet published in H.15(519), the rate for that Reset Date will be the Money Market Yield of the rate set forth in Composite 3:30 P.M. Quotations for U.S. Government Securities for that day in respect of the Designated Maturity under the caption "Commercial Paper" (with a Designated Maturity of one month or three months being deemed to be equivalent to a Designated Maturity of 30 days or 90 days, respectively). If on the Calculation Date for a Calculation Period the appropriate rate for a Reset Date in that Calculation Period is not yet published in either H.15(519) or Composite 3:30 P.M. Quotations for U.S. Government Securities, the rate for that Reset Date will be determined as if the parties had specified "USD-CP-Reference Dealers" as the applicable Floating Rate Option.

(xii) "USD-CP-ISDD" means that the rate for a Reset Date will be the Money Market Yield of the rate for U.S. Dollar commercial paper for a period of the Designated Maturity which appears on the Reuters Screen

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ISDD Page as of 4:00 p.m., New York City time, on that Reset Date. If on the Calculation Date for a Calculation Period the appropriate rate for a Reset Date in that Calculation Period does not appear on the Reuters Screen ISDD Page, the rate for that Reset Date will be determined as if the parties had specified "USD-CP-Reference Dealers" as the applicable Floating Rate Option.

(xiii) "USD-CP-Reference Dealers" means that the rate for a Reset Date will be the Money Market Yield of the arithmetic mean of the offered rates of the Reference Dealers as of 11:00 a.m., New York City time, on that day for U.S. Dollar commercial paper of the Designated Maturity placed for industrial issuers whose bond rating is "Aa" or the equivalent from a nationally recognized rating agency.

(xiv) "USD-Federal Funds-H.15" means that the rate for a Reset Date will be the rate set forth in H.15(519) for that day opposite the caption "Federal Funds (Effective)". If on the Calculation Date for a Calculation Period such rate for a Reset Date in that Calculation Period is not yet published in H.15(519), the rate for that Reset Date will be the rate set forth in Composite 3:30 P.M. Quotations for U.S. Government Securities for that day under the caption "Federal Funds/Effective Rate". If on the Calculation Date for a Calculation Period the appropriate rate for a Reset Date in that Calculation Period is not yet published in either H.15(519) or Composite 3:30 P.M. Quotations for U.S. Government Securities, the rate for that Reset Date will be determined as if the parties had specified "USD-Federal Funds-Reference Dealers" as the applicable Floating Rate Option.

(xv) "USD-Federal Funds-Reference Dealers" means that the rate for a Reset Date will be the arithmetic mean of the rates for the last transaction in overnight U.S. Dollar Federal funds arranged by each Reference Dealer prior to 9:00 a.m., New York City time, on that day.

(xvi) "USD-BA-H.15" means that the rate for a Reset Date will be the Money Market Yield of the rate set forth in H.15(519) for that day opposite the Designated Maturity under the caption "Bankers Acceptances (Top Rated)". If on the Calculation Date for a Calculation Period such rate for a Reset Date in that Calculation Period is not yet published in H.15(519), the rate for that Reset Date will be determined as if the parties had specified "USD-BA-Reference Dealers" as the applicable Floating Rate Option.

(xvii) "USD-BA-Reference Dealers" means that the rate for a Reset Date will be the Money Market Yield of the arithmetic mean of the offered rates of the Reference Dealers as of the close of business in New York City on that day for top-rated U.S. Dollar bankers acceptances of the Designated Maturity and in a Representative Amount.

(xviii) "USD-TIBOR-ISDC" means that the rate for a Reset Date will be the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen ISDC Page as of 11:00 a.m.,Tokyo time, on the day that is two Tokyo Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ISDCPage, the rate for that Reset Date will be determined as if the parties had specified "USD-TIBOR-Reference Banks" as the applicable Floating Rate Option.

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(xix) "USD-TIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m., Tokyo time, on the day that is two Tokyo Banking Days preceding that Reset Date to prime banks in the Tokyo interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Tokyo office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by the Calculation Agent, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(o) *Yen.*

(i) "JPY-LIBOR-ISDA" means that the rate for a Reset Date will be the rate for deposits in Yen for a period of the Designated Maturity which appears on the Reuters Screen ISDA Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ISDA Page, the rate for that Reset Date will be determined as if the parties had specified "JPY-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(ii) "JPY-LIBOR-BBA" means that the rate for a Reset Date will be the rate for deposits in Yen for a period of the Designated Maturity which appears on the Telerate Page 3750 as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Telerate Page 3750, the rate for that Reset Date will be determined as if the parties had specified "JPY-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(iii) "JPY-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Yen are offered by the Reference Banks at approximately 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date to prime banks in the London interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Tokyo, selected by the Calculation Agent, at approximately 11:00 a.m., Tokyo time, on that Reset Date for loans in Yen to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

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Section 7.2. Certain Published and Displayed Sources.

(a) "H.15(519)" means the weekly statistical release designated as such, or any successor publication, published by the Board of Governors of the Federal Reserve System.

(b) "Composite 3:30 P.M. Quotations for U.S. Government Securities" means the daily statistical release designated as such, or any successor publication, published by the Federal Reserve Bank of New York.

(c) "Reuters Screen ISDA Page" means the display designated as page "ISDA" on the Reuter Monitor Money Rates Service (or such other page as may replace the ISDA Page on that service for the purpose of displaying London interbank offered rates for Deutsche Mark, European Currency Unit, Sterling, Swiss Franc, U.S. Dollar or Yen deposits).

(d) "Reuters Screen ISDB Page" means the display designated as page "ISDB" on the Reuter Monitor Money Rates Service (or such other page as may replace the ISDB Page on that service for the purpose of displaying Brussels interbank offered rates for Belgian Franc deposits, Frankfurt interbank offered rates for Deutsche Mark deposits, Amsterdam interbank offered rates for Dutch Guilder deposits, Paris interbank offered rates for European Currency Unit and French Franc deposits or Luxembourg interbank offered rates for Luxembourg Franc deposits).

(e) "Reuters Screen ISDC Page" means the display designated as "ISDC" on the Reuter Monitor Money Rates Service (or such other page as may replace the ISDC Page on that service for the purpose of displaying Australian Dollar bank bill rates, Hong Kong interbank offered rates for Hong Kong Dollar deposits, New Zealand Dollar bank bill rates or Tokyo interbank offered rates for U.S. Dollar deposits).

(f) "Reuters Screen ISDD Page" means the display designated as "ISDD" on the Reuter Monitor Money Rates Service (or such other page as may replace the ISDD Page on that service for the purpose of displaying Canadian Dollar bankers acceptance rates, Government of Canada Treasury bill rates and U.S. Dollar commercial paper rates).

(g) "Reuters Screen LIBO Page" means the display designated as page "LIBO" on the Reuter Monitor Money Rates Service (or such other page as may replace the LIBO Page on that service for the purpose of displaying London interbank offered rates of major banks for U.S. Dollar deposits).

(h) "Reuters Screen NYMF Page" means the display designated as page "NYMF" on the Reuter Monitor Money Rates Service (or such other page as may replace the NYMF Page on that service for the purpose of displaying U.S. Dollar prime rates or base lending rates of major United States banks).

(i) "Telerate Page 2484" means the display designated as "Page 2484" on the Telerate Service (or such other page as may replace Page 2484 on that service for the purpose of displaying New Zealand Dollar bank bill settlement rates).

(j) "Telerate Page 3740" means the display designated as "Page 3740" on the Telerate Service (or such other page as may replace Page 3740 on that service or such other service as may be nominated by the British Bankers' Association as the information vendor for the purpose of displaying British Bankers' Association Interest Settlement Rates for Australian Dollar deposits).

(k) "Telerate Page 3750" means the display designated as "Page 3750" on the Telerate Service (or such other page as may replace Page 3750 on that service or such other service as may be nominated by the British Bankers' Association as the information vendor for the purpose of displaying British Bankers' Association Interest Settlement Rates for Deutsche Mark, U.S. Dollar, European Currency Unit, Sterling, Swiss Franc or Yen deposits).

(l) "Telerate Page 9898" means the display designated as "Page 9898" on the Telerate Service (or such other page as may replace Page 9898 on that service or such other service as may be nominated by the Hong Kong Association of Banks as the information vendor for the purpose of displaying Hong Kong Association of Banks Interest Settlement Rates for Hong Kong Dollar deposits).

(m) "Telerate Page 20041" means the display designated as "Page 20041" on the Telerate Service (or such page as may replace Page 20041 on that service or such other service as may be nominated by the Association Francaise des Banques as the information vendor for the purpose of displaying Paris interbank offered rates for European Currency Unit or French Franc deposits).

Section 7.3. Certain General Definitions Relating to Floating Rate Options.

(a) "Representative Amount" means, for purposes of any Floating Rate Option for which a Representative Amount is relevant, an amount that is representative for a single transaction in the relevant market at the relevant time.

(b) "Designated Maturity" means the period of time specified as such for a Swap Transaction or a party.

(c) "Reference Banks" means (i) for purposes of the "AUD-BBR" Floating Rate Option, four major banks in the Australian money market, (ii) for purposes of any "BIBOR" Floating Rate Option, four major banks in the Brussels interbank market, (iii) for purposes of the "CAD-BA" and "CAD-TBILL" Floating Rate Options, four major Canadian Schedule A chartered banks, (iv) for purposes of any "LIBOR" Floating Rate Option, four major banks in the London interbank market, (v) for purposes of the "DEM-FIBOR" Floating Rate Option, four major banks in the Frankfurt interbank market, (vi) for purposes of the "NLG-AIBOR" Floating Rate Option, four major banks in

the Amsterdam interbank market, (vii) for purposes of any "PIBOR" Floating Rate Option, four major banks in the Paris interbank market, (viii) for purposes of the "HKD-HIBOR" Floating Rate Option, four major banks in the Hong Kong interbank market, (ix) for purposes of any "LUXIBOR" Floating Rate Option, four major banks in the Luxembourg interbank market, (x) for purposes of the "NZD-BBR" Floating Rate Option, four major banks in the New Zealand money market, (xi) for purposes of the "USD-TIBOR" Floating Rate Option, four major banks in the Tokyo interbank market and (xii) for purposes of the "USD-Prime" Floating Rate Option, three major banks in New York City, in each case selected by the Calculation Agent or specified for the Swap Transaction.

(d) "Reference Dealers" means (i) for purposes of the "USD-TBILL" Floating Rate Option, three primary United States Government securities dealers in New York City, (ii) for purposes of the "USD-CD" Floating Rate Option, three leading nonbank dealers in negotiable U.S. Dollar certificates of deposit in New York City, (iii) for purposes of the "USD-CP" Floating Rate Option, three leading dealers of U.S. Dollar commercial paper in New York City, (iv) for purposes of the "USD-Federal Funds" Floating Rate Option, three leading brokers of U.S. Dollar Federal funds transactions in New York City and (v) for purposes of the "USD-BA" Floating Rate Option, three leading dealers of U.S. Dollar bankers acceptances in New York City, in each case selected by the Calculation Agent or specified for the Swap Transaction.

(e) "Bond Equivalent Yield" means, in respect of any security with a maturity of six months or less, the rate for which is quoted on a bank discount basis, a yield (expressed as a percentage) calculated in accordance with the following formula:

$$\text{Bond Equivalent Yield} = \frac{D \times N}{360 - (D \times M)} \times 100$$

where "D" refers to the per annum rate for the security, quoted on a bank discount basis and expressed as a decimal; "N" refers to 365 or 366, as the case may be, and "M" refers to, if the Designated Maturity approximately corresponds to the length of the Calculation Period for which the Bond Equivalent Yield is being calculated, the actual number of days in that Calculation Period and, otherwise, the actual number of days in the period from, and including, the applicable Reset Date to, but excluding, the day that numerically corresponds to that Reset Date (or, if there is not any such numerically corresponding day, the last day) in the calendar month that is the number of months corresponding to the Designated Maturity after the month in which that Reset Date occurred.

(f) "Money Market Yield" means, in respect of any security with a maturity of six months or less, the rate for which is quoted on a a bank discount basis, a yield (expressed as a percentage) calculated in accordance with the following formula:

$$\text{Money Market Yield} = \frac{D \times 360}{360 - (D \times M)} \times 100$$

where "D" refers to the per annum rate for a security, quoted on a bank discount basis and expressed as a decimal; and "M" refers to, if the Designated Maturity approximately corresponds to the length of the Calculation Period for which the Money Market Yield is being calculated, the actual number of days in that Calculation Period and, otherwise, the actual number of days in the period from, and including, the applicable Reset Date to, but excluding, the day that numerically corresponds to that Reset Date (or, if there is not any such numerically corresponding day, the last day) in the calendar month that is the number of months corresponding to the Designated Maturity after the month in which that Reset Date occurred.

Section 7.4 Corrections to Published and Displayed Rates. For purposes of determining the Relevant Rate for any day

(a) in any case where the Relevant Rate for a day is based on information obtained from the Reuter Monitor Money Rates Service or the Associated Press-Dow Jones Telerate Service, that Relevant Rate will be subject to the corrections, if any, to that information subsequently displayed by that source within one hour of the time when such rate is first displayed by such source;

(b) in any case where the Relevant Rate for a day is based on information obtained from H.15(519) or Composite 3:30 P.M. Quotations for U.S. Government Securities, that Relevant Rate will be subject to the corrections, if any, to that information subsequently published by that source within 30 days of that day;

(c) in any case where the Relevant Rate for a day is based on information obtained from Composite 3:30 P.M. Quotations for U.S. Government Securities, that Relevant Rate will be subject to correction based upon the applicable rate, if any, subsequently published in H.15(519) within 30 days of that day; and

(d) in the event that a Fixed Rate Payer or Floating Rate Payer for any Swap Transaction notifies the other party to the Swap Transaction of any correction referred to in subsections (a), (b) or (c) above no later than 15 days after the expiration of the one-hour or 30-day period referred to in such subsection, an appropriate amount will be payable as a result of such correction (whether such correction is made or such notice is given before or after the Termination Date of the Swap Transaction), together with interest on that amount at a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant party (as certified by it) of funding that amount for the period from, and including, the day on which, based on such correction, a payment in the incorrect amount was first made to, but excluding, the day of payment of the refund or payment resulting from such correction.

ARTICLE 8

ROUNDING

All percentages resulting from any calculations referred to in these definitions and provisions will be rounded upwards, if necessary, to the next higher one

hundred-thousandth of a percentage point (e.g., 9.876541% (or .09876541) being rounded to 9.87655% (or .0987655)), all U.S. Dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), and all amounts denominated in any other currency used in or resulting from such calculations will be rounded upwards to the next higher two decimal places in such currency.

ARTICLE 9

PAYMENTS

Section 9.1. Relating Payments to Calculation Periods. Unless otherwise provided for a Swap Transaction or a party, the Fixed Amount or Floating Amount applicable to a Payment Date will be the Fixed Amount or Floating Amount calculated with reference to the Calculation Period ending on, but excluding, the Period End Date that is (or is closest in time to) that Payment Date or, in the case of the final Calculation Period, ending on, but excluding, the Termination Date.

Section 9.2. Payments in European Currency Units After ECU Conversion Date. After the ECU Conversion Date, any obligation to make a payment in European Currency Units will be deemed to be an obligation to make a payment in the Selected Currency in the Equivalent Amount.

Section 9.3. Certain Definitions Relating to ECU Payments.

(a) "ECU Conversion Date" means the last day on which the European Currency Unit is used in the European Monetary System.

(b) "Selected Currency" means a currency selected by the Calculation Agent from among the Component Currencies and the U.S. Dollar in the event that the European Currency Unit is no longer used in the European Monetary System.

(c) "Component Currency", means any currency that, on the ECU Conversion Date, is a component currency of the European Currency Unit used in the European Monetary System.

(d) "Equivalent Amount" means, in respect of a Selected Currency, an amount determined by the Calculation Agent by adding the results obtained by converting the Component Amount of each Component Currency into U.S. Dollars at the Market Exchange Rate for converting that Component Currency into U.S. Dollars and then converting the sum of those U.S. Dollar amounts (unless the Selected Currency is the U.S. Dollar) into the Selected Currency at the Market Exchange Rate for converting U.S. Dollars into the Selected Currency.

(e) "Component Amount" means, in respect of a Component Currency, the number of units (including decimals) of that currency represented in one European Currency Unit on (i) the Valuation Date, if the European Currency Unit was used for the settlement of transactions by public institutions of or within the European Community on that date and (ii) if the European Currency Unit was not used for the settlement of transactions by public institutions of or

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within the European Community on the Valuation Date, the last day on which the European Currency Unit was so used or the ECU Conversion Date, whichever is later.

(f) "Market Exchange Rate" means, in respect of any Component Currency, the arithmetic mean of the spot offered rates for that currency for cable transfers quoted at approximately 2:30 p.m., Luxembourg time, on the Valuation Date by three leading foreign exchange dealers, selected by the Calculation Agent, in (i) Brussels, if the currency is the Belgian Franc, (ii) Frankfurt, if the currency is the Deutsche Mark, (iii) Amsterdam, if the currency is the Dutch Guilder, (iv) Paris, if the currency is the French Franc, (v) Milan, if the currency is the Italian Lire, (vi) Luxembourg, if the currency is the Luxembourg Franc, (vii) London, if the currency is Sterling or the U.S. Dollar, and (viii) such other place as the Calculation Agent may select, if the currency is any other currency. In the event that quotations are not available for a currency as of the Valuation Date from any of the banks selected by the Calculation Agent for this purpose because foreign exchange markets are closed in the country of issue of the currency or for any other reason, the most recent direct quotations for that currency obtained by, or on behalf of, the Calculation Agent shall be used in computing the Equivalent Amount of the Selected Currency on the Valuation Date if those rates were prevailing in the country of issue not more than two Business Days before the Valuation Date. If the only rates available for such purpose are as of a date more than two Business Days before the Valuation Date, the Calculation Agent shall convert the Component Amount into U.S. Dollars or that amount into the Selected Currency on the basis of cross rates derived from the arithmetic mean or the spot offered quotations for such currencies prevailing at approximately 2:30 p.m., Luxembourg time, on the Valuation Date, as obtained by the Calculation Agent from one or more major banks, in a country other than the country of issue of such currency. For the purpose of determining a Market Exchange Rate, quotations should be obtained from the market in which a non-resident issuer of securities denominated in that currency would purchase that currency in order to make payments for the securities.

(g) "Valuation Date" means, in respect of any payments deemed to be payable in a Selected Currency, the day that is four Luxembourg Banking Days preceding the applicable Payment Date, Initial Exchange Date or Final Exchange Date.

EXHIBIT I

Sample Form of Letter Agreement or Telex

Heading for Letter

[Letterhead of Party A]

[Date]

Swap Transaction

[Name and Address of Party B]

Heading for Telex

Date:

To: [Name and Telex Number of Party B]

From: [Party A]

Re: Swap Transaction

Dear   :

The purpose of this [letter agreement/telex] is to set forth the terms and conditions of the Swap Transaction entered into between us on the Trade Date specified below (the "Swap Transaction"). This [letter agreement/telex] constitutes a "Confirmation" as referred to in the Interest Rate and Currency Exchange Agreement specified below.

The definitions and provisions contained in the 1987 Interest Rate and Currency Exchange Definitions (as published by the International Swap Dealers Association. Inc.) are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation. this Confirmation will govern.

1. This Confirmation supplements. forms part of. and is subject to. the Interest Rate and Currency Exchange Agreement dated as of [date] (the "Agreement") between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

2. The terms of the particular Swap Transaction to which this Confirmation relates are as follows:–

[Notional Amount:]

Trade Date:

Effective Date:

Termination Date:

Fixed Amounts:

    Fixed Rate Payer: [Party A/B]

    [Fixed Rate Payer Currency Amount:]

    Fixed Rate Payer Payment Dates [or   . subject to adjustment in
    Period End Dates, if Delayed Payment accordance with the [Following/
    or Early Payment   Modified Following/ Preceding]
    applies]:   Business Day convention

    Fixed Amount [or Fixed Rate and
    Fixed Rate Day Count Fraction]:

Floating Amounts:

    Floating Rate Payer: [Party B/A]

    [Floating Rate Payer Currency
    Amount:]

    Floating Rate Payer Payment Dates [or   : subject to adjustment in
    Period End Dates, if Delayed Payment accordance with the [Following/
    or Early Payment   Modified Following/ Preceding]
    applies]:   Business Day convention

    [Floating Rate for initial
    Calculation Period:]

    Floating Rate Option:

    Designated Maturity:

    Spread: [Plus/Minus   %] [None]

    Reset Dates:

    [Rate Cut-off Dates:]

    [Method of Averaging: Unweighted/Weighted Average
                            Rate]

    Compounding: [Applicable/Inapplicable]

    [Compounding Dates:]

[Initial Exchange:

    Initial Exchange Date:

    Fixed Rate Payer Initial Exchange Amount:

    Floating Rate Payer Initial Exchange Amount:

Final Exchange:

    Final Exchange Date:

    Fixed Rate Payer Final Exchange Amount:

    Floating Rate Payer Final Exchange Amount:]

[Business Days for [first currency]:
Business Days for [second currency]:]
Calculation Agent:

[3.   agrees to provide the following Credit Support Document [or agrees to provide the following in accordance with [specify Credit Support Document]:]

4. Account Details

Payments to Fixed Rate Payer:
    Account for payments in [first currency]:
    Account for payments in [second currency]: .
Payments to Floating Rate Payer:
    Account for payments in [first currency]:
    Account for payments in [second currency]: .

[5. Offices
(a)   The Office of Fixed Rate Payer for the Swap Transaction is   : and
(b)   The Office of Floating Rate Payer for the Swap Transaction is   .]
[6. Broker/Arranger:]

Closing for Letter Agreement

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us.

Yours sincerely,
[Party A]
By: _____
        Name:
        Title:

Confirmed as of the date first written:
[Party B]
By: _____
        Name:
        Title:

Closing for Telex

Please confirm that the foregoing correctly sets forth the terms of our agreement by a return telex to [Party A] substantially to the following effect:–
"Re:

We acknowledge receipt of your telex dated [   ] with respect to the above-referenced Swap Transaction between [Party A] and [Party B] with an Effective Date of [   ] and a Termination Date of [   ] and confirm that such telex correctly sets forth the terms of our agreement relating to the Swap Transaction described therein. Very truly yours, [Party B], by [specify name and title of authorized officer]."

Yours sincerely,
[Party A]
By: _____
        Name:
        Title:

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