# 1991 ISDA

# Definitions

# ISDA®

**INTERNATIONAL SWAP DEALERS ASSOCIATION, INC.**

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# INTRODUCTION TO THE 1991 ISDA DEFINITIONS

The 1991 ISDA Definitions (the "Definitions") are intended for use with agreements, such as the Interest Rate and Currency Exchange Agreement (the "Standard Agreement") published by the International Swap Dealers Association, Inc. ("ISDA"), and in Confirmations of individual transactions governed by those agreements. Copies of the Standard Agreement are available from the executive offices of ISDA. A sample form for a letter agreement or telex constituting a Confirmation is attached as Exhibit I to these Definitions. Sample forms of specific provisions for incorporation in a Confirmation to document different types of Swap Transactions are attached as Exhibits II-A through II-G to these Definitions.

The Definitions are an update of the 1987 Interest Rate and Currency Exchange Definitions (the "1987 Definitions"), which many participants in the interest rate and currency exchange markets have incorporated into existing agreements or confirmations. The Definitions can be incorporated into future Confirmations governed by an agreement such as the Standard Agreement. Existing Confirmations that incorporate the 1987 Definitions will not, without further action by the parties, be affected by the use of the Definitions for future transactions.

The Definitions are primarily an expansion of the 1987 Definitions, covering a greater number of currencies and rates and incorporating provisions for the documentation of a wider range of transactions, including the subjects of the two ISDA Addenda to the Standard Agreement – caps, collars and floors and options – as well as commodity and stock index-based transactions.

The Definitions will be updated periodically to include additional definitions and provisions. While the definitions and provisions contained in these Definitions may be modified in any update, it is not anticipated that they will be changed substantively unless then prevailing market practice supports such a change. At any time a copy of the then current version of the Definitions can be obtained from the executive offices of ISDA.

ISDA has no relationship with the organizations that have created or publish or provide the information that serves as a basis for the rates and prices referred to in these Definitions other than an agreement with Reuters Limited pursuant to which it calculates and publishes the rates listed on the various Reuters Screen ISDA pages. ISDA does not assume any responsibility for the non-availability or miscalculation of, or any error or omission in, any of the rates or prices referred to in these Definitions. ISDA assumes no responsibility for any use to which these Definitions may be put or for any use of any rate, price or published index in connection with a Swap Transaction or in connection with any other transaction.

**COVERAGE OF THE DEFINITIONS**

The Definitions contain provisions that make it easier to document a broader range of swaps and related transactions than could be documented using the 1987 Definitions. This broader coverage is achieved in several ways:

●  **Definition of Swap Transaction.** The definition of "Swap Transaction" has been expanded. In the 1987 Definitions the term was limited to interest rate and currency exchange or swap transactions. The Definitions expand this definition, consistent with the growth and expansion of the market that has occurred since 1987. The revised definition parallels the broad definition recently enacted into United States bankruptcy and insolvency laws. As the swap market continues to develop, other transactions can be documented using the Definitions by designating the transaction as a Swap Transaction and incorporating the Definitions into the related Confirmation. It is important to bear in mind, however, that the tax and regulatory treatment of the Swap Transactions included in this broader definition may vary depending on the type of transaction. For any particular Swap Transaction, parties may wish to consult with their legal or tax advisers as to the appropriate treatment of that Swap Transaction for legal, tax or regulatory purposes.

●  **Addenda to Standard Agreement.** The provisions of paragraphs (1) and (2) of the May 1989 Addendum to the Standard Agreement Schedule for Interest Rate Caps, Collars and Floors (the "Cap Addendum") and paragraphs (1), (2) and (3) of the July 1990 Addendum to Schedule to the Standard Agreement for Options (the "Option Addendum") have been included in the Definitions. The other provisions of these Addenda (paragraphs (3) and (4) of the Cap Addendum and paragraphs (4) and (5) of the Option Addendum) are not part of the Definitions. Accordingly, if parties desire to use those provisions they should be included in the Schedule to the Standard Agreement or otherwise incorporated into their agreement.

●  **Cash Settlement Provisions.** The Definitions include the provisions from the Option Addendum that address cash settlement of Options, but do not include provisions for calculating a Cash Settlement Amount. As a result, parties must define the means of calculating a Cash Settlement Amount in their Confirmation, in the Schedule to the Standard Agreement or in any other agreement governing the Option. There are a variety of approaches to calculating a Cash Settlement Amount. One approach has the following elements:

– obtaining bid and offered rates for the fixed and/or floating side of the Underlying Swap Transaction from a number of reference institutions, which may be Reference Banks or Reference Dealers or specific dealers named in the Confirmation;

– averaging the bid and offered rates obtained from each reference institution;

- calculating the mean of the average bid and offered rates, usually disregarding the highest and lowest average rates; and

- determining, on the basis of the foregoing, whether any amount is owing from the Seller to the Buyer.

Under a second approach, the Cash Settlement Amount is calculated by discounting the fixed rate and floating rate payment streams of the Swap Transaction, using quotations from reference institutions to determine the floating rate payment streams to be discounted.

Under a third approach, the Cash Settlement Amount is calculated as if the Underlying Swap Transaction were terminated and a value for that Underlying Swap Transaction were determined pursuant to the termination provisions of Section 6(e) of the Standard Agreement.

A currency Option to which Physical Settlement applies, *i.e.*, the right to cause an exchange of currencies to occur on a future date, can be documented under the Standard Agreement and the Definitions pursuant to a Confirmation that includes the provisions set forth in Exhibit II-G to these Definitions. A currency Option to which Cash Settlement applies can be documented in the same manner and can be cash settled by reference to a spot rate of exchange between two currencies on the date that the Option is exercised. By comparing this spot rate to the underlying rate of exchange reflected in the amounts of the two currencies that would be exchanged if the Option were physically settled (the so-called "strike" price), a Buyer of a currency Option can determine whether the Option is "in-the-money" and, if it is, can calculate the Cash Settlement Amount. A means for determining a spot rate of exchange between two currencies is not set forth in the Definitions. Parties may wish to provide in their agreement or Confirmations a means for determining a spot rate of exchange so that cash settlement of currency Options can be facilitated. Parties may also wish to provide a method for automatic exercise of a cash-settled currency Option.

● **Modification of 1987 Definitions to Reflect Broader Coverage.** Throughout the Definitions certain terms defined in the 1987 Definitions have been modified to reflect the broader definition of Swap Transaction and the nature of the transactions included in that definition. For example, the 1987 Definitions contemplated that Fixed Amounts and Floating Amounts would always be calculated in respect of a Calculation Period. In certain cases, however, these amounts are determined without reference to any particular Calculation Period (e.g., cap, floor and option transactions as well as other Swap Transactions). As a result, the definitions of Fixed Amount and Floating Amount have been modified to address the calculation of amounts that are not calculated in respect of a Calculation Period.

In addition to the different nature of some of the transactions included in the broader definition of Swap Transaction, the terminology used in the market for those transactions differs, in some respects, from the terminology used in the 1987

Definitions. Terms customarily used in other markets are not separately defined because those terms are not, conceptually, different from terms defined in the 1987 Definitions. Instead, existing definitions have been expanded so that parties can use terms that are more frequently used in the relevant market. For example, the definition of "Final Exchange Date" from the 1987 Definitions has been expanded to include the terms "Exchange Date", "Maturity Date" and "Value Date", terms more frequently used in the foreign exchange markets which have the same meaning as Final Exchange Date. Similar modifications have been made to other definitions to adapt them to caps, collars and floors and commodity swaps.

## CHANGES IN THE DEFINITIONS FROM THE 1987 DEFINITIONS

Several other terms in the 1987 Definitions have been modified to clarify their operation or to reflect developments in the swap market. The principal modifications of this type are:

●**Termination Date.** The definition of "Termination Date" has been expanded (without substantive change) to add clarifying language. It now provides that, unless the parties specify that the Termination Date will be adjusted in accordance with a specified Business Day Convention, the Termination Date will be a fixed date, meaning that it is not affected by, and the final Calculation Period is not to be extended or shortened to reflect, any Business Day Convention applicable to Period End Dates or Payment Dates. Parties that prefer to have the Termination Date adjusted in accordance with a Business Day Convention (and, accordingly, shorten or lengthen the final Calculation Period) should specify in their Confirmation the Business Day Convention that will apply to the Termination Date. The additional provisions for Swap Transactions attached as Exhibits II-A through II-G to these Definitions set forth language that can be used to specify that the Termination Date will be adjusted. Parties may wish to confirm on the Trade Date whether or not the Termination Date will be adjusted in accordance with a Business Day Convention.

●**Day Count Fractions.** The short-form references for Fixed Rate Day Count Fraction contained in the 1987 Definitions have been extended to apply to Floating Rate Day Count Fraction through the use of a general definition of "Day Count Fraction". Alternative short-form references have also been added.

The definition of "Day Count Fraction" has been modified to reflect the two approaches used in the market for the calculation of amounts payable based on a year of 360 days and 12 30-day months, the so-called "30/360" (or "Bond Basis") and "30E/360" (or "Eurobond Basis") methods.

●**Business Day Convention.** A new term "Business Day Convention" has been added for ease of reference, and the definitions of many dates in the Definitions are stated to be subject to any applicable Business Day Convention. Parties may specify a Business Day Convention for each particular date or may specify a Business Day Convention that is applicable to all dates relevant to the Swap

Transaction. Parties should be careful to ensure that the Business Day Convention that applies to a date reflects the parties' intent.

The fallback Business Day Convention applicable to Payment Dates, Period End Dates and Final Exchange Dates (*i.e.*, the Business Day Convention that will apply to such dates if a Business Day Convention is not otherwise specified to be applicable to such dates) has been changed from the 1987 Definitions. The 1987 Definitions specified that Payment Dates, Period End Dates and Final Exchange Dates would be adjusted in accordance with the Following Business Day Convention; the Definitions now provide that these dates will be adjusted in accordance with the *Modified* Following Business Day Convention. Parties are free to specify a different Business Day Convention for Payment Dates, Period End Dates or Final Exchange Dates, and the additional provisions for Swap Transactions attached as Exhibits II-A through II-G to these Definitions set forth language that can be used to specify a Business Day Convention for such dates.

● **Reset Dates.** The Business Day Convention applicable to Reset Dates has been changed from the 1987 Definitions. The 1987 Definitions specified different Business Day Conventions depending on the currency in which the relevant payment obligations were calculated. The Definitions provide that Reset Dates will be adjusted in accordance with the Business Day Convention applicable to Payment Dates unless, as a result of such adjustment, a Reset Date would fall on the Payment Date in respect of the Calculation Period to which that Reset Date relates. In that event, in order to be able to calculate the Floating Amount payable on that Payment Date, that Reset Date would be adjusted in accordance with the Preceding Business Day Convention. If the parties desire to adjust Reset Dates in accordance with a different Business Day Convention, they may specify that Business Day Convention in the relevant Confirmation.

● **ECU.** The provisions of the 1987 Definitions relating to the conversion of ECU payment amounts have been deleted because the ECU is now well-established in the debt and swap markets. In the event that the ECU ceases to be used in the European Monetary System, it is anticipated that the Definitions would be updated at that time to reflect any existing market consensus on how to convert ECU amounts and how to treat ECU-denominated swaps.

● **Rounding Convention.** The rounding conventions have been modified from those set forth in the 1987 Definitions to conform to the conventions used by most market participants. Parties who wish to continue to round calculations as provided in the 1987 Definitions may do so by specifying in the relevant Confirmation that such rounding conventions will apply.

**NEW PROVISIONS IN THE DEFINITIONS**

In addition to the expansion of the coverage of the Definitions as a result of the broader definition of Swap Transaction, the following new provisions have been added:

●**Currencies.** The Danish Krone, Finnish Markka, Norwegian Krone, Spanish Peseta and Swedish Krona have been added to the list of currencies enumerated in the Definitions. Swap Transactions in other currencies can be documented using the Definitions by defining the currency in a manner similar to that used in Section 1.5 and by specifying the means for determining an applicable floating rate or price in the related Confirmation.

●**IMM Settlement Dates.** Section 4.17 of the Definitions defines "IMM Settlement Dates" as those days specified by the Chicago Mercantile Exchange as "1st Delivery Dates" for certain types of currency and money market instruments for which contracts are written on the International Money Market Section of the Chicago Mercantile Exchange. Certain dates defined in the Definitions, such as Reset Dates, Payment Dates and Period End Dates, may be specified in a Confirmation by reference to IMM Settlement Dates.

●**Flat Compounding.** Provisions have been added to the calculation of a Floating Amount to provide that a Spread will only be taken into account in that portion of the Floating Amount calculation that is based on the Calculation Amount. The Spread will not be taken into account in the portion of the calculation that is based on amounts accrued in previous Compounding Periods in a Calculation Period.

●**Rate Options.** In addition to a menu of Rate Options for Danish Kroner, Finnish Markkas, Norwegian Kroner, Spanish Pesetas and Swedish Kronor, new Rate Options have been added for Australian Dollars, Belgian Francs, Canadian Dollars, Deutsche Marks, French Francs, Italian Lire, New Zealand Dollars and U.S. Dollars. The Rate Options for Dutch Guilders now include different definitions for domestic AIBO and Euro AIBO. For certain French Franc rates specific meanings for terms such as Effective Date, Reset Date and Calculation Period are set forth in Exhibit III to these Definitions. These meanings are included in a Swap Transaction when the relevant French Franc rate is specified in the related Confirmation and do not need to be separately defined.

●**Price Options.** The expansion of the swap market into areas other than the traditional interest rate and currency exchange markets has given rise to the need to define a separate group of Floating Rate Options called Price Options. Two types of Price Options are included in the Definitions. The first type relates to prices that are determined based on various stock indices and includes Price Options based on the S&P 500, FT-SE 100, NIKKEI 225, TOPIX, DAX and CAC-40 indices. The second type relates to oil, as an example of one type of commodity for which commodity swaps are often completed. As stated above in this Introduction, the Definitions will be updated periodically to reflect

developments in the swap market and it is anticipated that the list of Price Options, in particular, will be expanded as the market demand for them increases.

●**Interpolation.** Section 9.2 of the Definitions describes a means of interpolating between two rates of different Designated Maturities to determine a rate for a Calculation Period that does not coincide with either Designated Maturity.

●**Discounting.** Section 9.3 of the Definitions describes methods for determining a discounted Fixed Amount or Floating Amount or, in the case of forward rate agreements, a discounted amount to be paid at the beginning of a Calculation Period in lieu of any payments that would otherwise be payable at the end of the Calculation Period.

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# 1991 ISDA 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 1991 ISDA 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 used in any definition or provision that is incorporated by reference in a document will have the respective meanings set forth in these Definitions 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) any transaction which is a rate swap transaction, basis swap, forward rate transaction, commodity swap, interest rate option, forward foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any Option with respect to any of these transactions), (b) any combination of these transactions and (c) any other transaction identified as a Swap Transaction in the related Confirmation.

**Section 1.2. Confirmation.** "Confirmation" means, with respect to a Swap Transaction, one or more documents exchanged between the parties which, taken together, confirm all of the terms of a Swap Transaction.

**Section 1.3. 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 1.4. Business Day.** "Business Day" means (a) in respect of any date that is specified in these Definitions or in a Confirmation to be subject to adjustment in accordance with any applicable Business Day Convention, 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 relevant Confirmation and, if place(s) and days are not so specified, a day:

(i) 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:

(A) the financial center indicated for each of the following currencies:

| Currency | Financial Center(s) |
|---|---|
| Australian Dollar | Sydney |
| Belgian Franc | Brussels |
| Canadian Dollar | Toronto |
| Danish Krone | Copenhagen |
| Deutsche Mark | Frankfurt |
| Dutch Guilder | Amsterdam |
| Finnish Markka | Helsinki |
| French Franc | Paris |
| Hong Kong Dollar | Hong Kong |
| Italian Lira | Milan |
| Luxembourg Franc | Brussels and Luxembourg |
| New Zealand Dollar | Wellington and Auckland |
| Norwegian Krone | Oslo |
| Spanish Peseta | Madrid |
| Sterling | London |
| Swedish Krona | Stockholm |
| Swiss Franc | Zurich |
| Yen | Tokyo |

(B) New York and London, if the currency is the U.S. Dollar and either (x) the payment obligation is calculated by reference to any "LIBOR" Floating Rate Option or (y) 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;

(C) New York, if the currency is the U.S. Dollar and neither clause (B)(x) nor (B)(y) above is applicable; and

(D) the principal financial center of a currency, if the currency is other than those currencies specified in Section 1.5 of these Definitions; and

(ii) 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; and

(iii) that is a Business Day or ECU Settlement Day, as the case may be, in respect of each relevant currency where the payment obligations that are payable on a Payment Date are denominated in different currencies; and

(b) in respect of a Reset Date for the determination of a Relevant Rate by reference to a Price Option and notwithstanding that the Reset Date may be a day other than a Business Day under the terms of subsection (a), any day scheduled as a trading day on each Exchange in respect of that Price Option or the Swap Transaction.

**Section 1.5. 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.

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

(d) **Danish Krone.** "Danish Krone", "DKr" and "DKK" each means the lawful currency of the Kingdom of Denmark.

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

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

(g) **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.

(h) **Finnish Markka.** "Finnish Markka" and "FIM" each means the lawful currency of the Republic of Finland.

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

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

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

(l) **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.

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

(n) **Norwegian Krone.** "Norwegian Krone", "NKr" and "NKR" each means the lawful currency of the Kingdom of Norway.

(o) **Spanish Peseta.** "Spanish Peseta", "Pta", "SPp", "SPP" and "ESP" each means the lawful currency of Spain.

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

(q) **Swedish Krona.** "Swedish Krona", "SKr" and "SEK" each means the lawful currency of the Kingdom of Sweden.

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

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

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

**Section 1.6. 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 Amount Payer; Fixed Price Payer.** "Fixed Rate Payer", "Fixed Amount Payer" or "Fixed Price 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 or a fixed price or to make one or more payments of a Fixed Amount.

**Section 2.2. Floating Rate Payer; Floating Amount Payer; Floating Price Payer.** "Floating Rate Payer", "Floating Amount Payer" or "Floating Price 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 or a floating price or to make one or more payments of a Floating Amount.

## ARTICLE 3

### TERM AND DATES

**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. The Termination Date shall not be subject to adjustment in accordance with any Business Day Convention unless the parties specify in a Confirmation that the Termination Date will be adjusted in accordance with a specified Business Day Convention.

**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, which Initial Exchange Date shall be subject to adjustment in accordance with the Following Business Day Convention unless otherwise specified in a Confirmation.

**Section 3.5. Final Exchange Date; Exchange Date; Maturity Date; Value Date.** "Final Exchange Date", "Exchange Date", "Maturity Date" or "Value Date" means, in respect of a Swap Transaction and a party, each date specified as such or, if no date is so specified and a Final Exchange Amount or an Exchange Amount is specified, the Termination Date, which date shall be subject to adjustment in accordance with the Modified Following Business Day Convention unless otherwise specified in a Confirmation.

**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; Exchange Amount.** "Final Exchange Amount" or "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 an applicable 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 is specified in a Confirmation or is determined as provided in Article 5 of these Definitions or as provided in a Confirmation.

**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 is determined by reference to a Floating Rate Option as provided in Article 6 of these Definitions or pursuant to a method specified in a Confirmation.

**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. Notional Quantity.** "Notional Quantity" means, in respect of a party and any Calculation Period for a Swap Transaction, the quantity, expressed in relevant units, specified as such for that party or the Swap Transaction.

**Section 4.8. Calculation Amount.** "Calculation Amount" means, in respect of a Swap Transaction and a party, the applicable Notional Amount, Currency Amount or Notional Quantity, as the case may be.

**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 (i) in the case of subsections (a), (c) and (d) above, each Payment Date shall be subject to adjustment in accordance with the Modified Following Business Day Convention unless another Business Day Convention is specified to be applicable to Payment Dates in respect of the Swap Transaction or that party and (ii) in the case of subsection (a) above, a Payment Date in respect of a Fixed Rate Payer may be a specified day prior to the Effective Date where the Floating Amounts payable by the Floating Rate Payer are calculated by reference to a cap rate, cap price, floor rate or floor price.

**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, each Period End Date shall be subject to adjustment in accordance with the Modified Following Business Day Convention unless (x) another Business Day Convention is specified to be applicable to Period End Dates in respect of the Swap Transaction or that party,

in which case an adjustment will be made in accordance with that Business Day Convention, or (y) "No Adjustment" is specified in connection with Period End Dates for the Swap Transaction or that party, in which case no adjustment will be made, notwithstanding that the Period End Date occurs on a day that is not a Business Day.

**Section 4.11. FRN Convention; Eurodollar Convention.** "FRN Convention" or "Eurodollar Convention" means, in respect of 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 the 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.

**Section 4.12. Business Day Convention.** (a) "Business Day Convention" means the convention for adjusting any relevant date if it would otherwise fall on a day that is not a Business Day. The following terms, when used in conjunction with the term "Business Day Convention" and a date, shall mean that an adjustment will be made if that date would otherwise fall on a day that is not a Business Day so that:

(i) if "Following" is specified, that date will be the first following day that is a Business Day;

(ii) if "Modified Following" or "Modified" is specified, that date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day; and

(iii) if "Preceding" is specified, that date will be the first preceding day that is a Business Day.

(b) The Business Day Convention applicable to a date that is specified in these Definitions or in a Confirmation to be subject to adjustment in accordance with an applicable Business Day Convention shall be the Business Day Convention specified for that date in these Definitions or in that Confirmation or, if a Business Day Convention is not so specified for that date but a Business Day Convention is specified for a Swap Transaction, shall be the Business Day Convention specified in a Confirmation for that Swap Transaction.

**Section 4.13. 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 4.14. 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 Payment Date or for each Calculation Period or Compounding Period, (b) calculating any Floating Amount payable on each Payment Date or for each Calculation Period, (c) calculating any Fixed Amount payable on each Payment Date or 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 Payment Date or for each Calculation Period, specifying (i) the Payment Date, (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, (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 Payment Date or for that Calculation Period, promptly giving the parties to the Swap Transaction notice of those changes, with reasonable details as to how those changes were determined, and (g) determining whether a Market Disruption Event exists on any Reset Date. Whenever the Calculation Agent is required to select banks or dealers for the purpose of making any calculation or determination or to select any exchange rate, 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 4.15. Calculation Date.** "Calculation Date" means, in respect of any Payment Date or 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 Payment Date or for that Calculation Period, and in no event later than the close of business on the Business Day next preceding that Payment Date or the Payment Date for that Calculation Period (unless that preceding Business Day is a Reset Date, then in no event later than the latest time that will permit any payment due on that Payment Date to be made on that Payment Date).

**Section 4.16. Day Count Fraction.** "Day Count Fraction" means, in respect of a Swap Transaction and the calculation of a Fixed Amount, a Floating Amount, a Compounding Period Amount or an FRA Amount,

(a) if "Actual/365" or "Actual/Actual" is specified, the actual number of days in the Calculation Period or Compounding Period in respect of which payment is being made 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 non-leap year divided by 365);

(b) if "Actual/365 (Fixed)" is specified, the actual number of days in the Calculation Period or Compounding Period in respect of which payment is being made divided by 365;

(c) if "Actual/360" is specified, the actual number of days in the Calculation Period or Compounding Period in respect of which payment is being made divided by 360;

(d) if "30/360", "360/360" or "Bond Basis" is specified, the number of days in the Calculation Period or Compounding Period in respect of which payment is being made divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (i) the last day of the Calculation Period or Compounding Period is the 31st day of a month but the first day of the Calculation Period or Compounding Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Calculation Period or Compounding Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and

(e) if "30E/360" or "Eurobond Basis" is specified, the number of days in the Calculation Period or Compounding Period in respect of which payment is being made divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period or Compounding Period unless, in the case of the final Calculation Period or Compounding Period, the

Termination Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).

**Section 4.17. IMM Settlement Dates.** "IMM Settlement Dates" means, in respect of a Calculation Period and a currency or a Floating Rate Option for which contracts are written on the International Money Market Section of the Chicago Mercantile Exchange, each day during that Calculation Period that is specified by the Chicago Mercantile Exchange, pursuant to its contract specifications, as a "1st Delivery Date" for such currency or Floating Rate Option.

## ARTICLE 5

### FIXED AMOUNTS

**Section 5.1. Calculation of a Fixed Amount.** The Fixed Amount payable by a party on a Payment Date will be:

(a) if an amount is specified for the Swap Transaction as the Fixed Amount payable by that party for that Payment Date or for the related 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 Payment Date or for the related Calculation Period, an amount calculated on a formula basis for that Payment Date or for the related 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, for any Payment Date or for any Calculation Period in respect of a Payment Date, a price, expressed as a price per relevant unit, or a rate, expressed as a decimal, equal to the price or the per annum rate specified as such for the Swap Transaction or that party.

(b) "Fixed Rate Day Count Fraction" means, in respect of any calculation of a Fixed Amount,

(i) if a Price Option or a method for determining a price is specified for the Swap Transaction or the Fixed Rate Payer, and a Fixed Rate Day Count Fraction is not specified, 1/1; and

(ii) in all other cases, the Fixed Rate Day Count Fraction specified for the Swap Transaction or the Fixed Rate Payer.

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**ARTICLE 6**

FLOATING AMOUNTS

**Section 6.1. Calculation of a Floating Amount.** The Floating Amount payable by a party on a Payment Date will be:

(a) if Compounding is not specified for the Swap Transaction or that party, an amount calculated on a formula basis for that Payment Date or for the related Calculation Period as follows:

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

(b) if Compounding is specified to be applicable to the Swap Transaction or that party and Flat Compounding is not specified, an amount equal to the sum of the Compounding Period Amounts for each of the Compounding Periods in the related Calculation Period; or

(c) if "Flat Compounding" is specified to be applicable to the Swap Transaction or that party, an amount equal to the sum of the Basic Compounding Period Amounts for each of the Compounding Periods in the related Calculation Period plus the sum of the Additional Compounding Period Amounts for each such Compounding Period.

**Section 6.2. 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 in respect of a Payment Date, for any Compounding Period or for any Reset Date, a price, expressed as a price per relevant unit, or a rate, expressed as a decimal, equal to

(i) if the Confirmation (or the agreement between the parties governing the Swap Transaction) either (x) specifies a cap price or a floor price or (y) does not contain or incorporate paragraph 2 of the May 1989 Addendum to Schedule to Interest Rate and Currency Exchange Agreement for Interest Rate Caps, Collars and Floors, or provisions equivalent thereto; and

(A) if a cap rate or cap price is specified, the excess, if any, of a rate or price determined pursuant to subparagraph (ii) below over the cap rate or cap price so specified; or

(B) if a floor rate or floor price is specified, the excess, if any, of the floor rate or floor price so specified over a rate or price determined pursuant to subparagraph (ii) below; and

(ii) in all other cases and for purposes of subparagraphs (A) and (B) above:

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

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

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

(D) if more than one Reset Date is established for the Swap Transaction or that party during (or in respect of) that Calculation Period or Compounding Period and the "Weighted Average" 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

(E) if more than one Reset Date is established for the Swap Transaction or that party during (or in respect of) that Calculation Period or Compounding Period and neither the "Unweighted Average" nor the "Weighted Average" method of calculation is specified, a Floating Rate determined as if "Unweighted Average" 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, subject to adjustment in accordance with any applicable Business Day Convention which, if a Business Day Convention is not specified in a Confirmation as being applicable to Reset Dates, shall be (i) if a Price Option or a method for determining a price is specified for that Reset Date, the Following Business Day Convention or (ii) if any other Floating Rate Option is specified for that Reset Date, the Business Day Convention applicable to Floating Rate Payer Payment Dates in respect of that Swap Transaction, unless an adjustment in accordance with that Business Day Convention would cause a Reset Date to fall on the Payment Date in respect of the Calculation Period to which that Reset Date relates, in which case that Reset Date shall be adjusted in accordance with the Preceding Business Day Convention.

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

(i) if such day is a Reset Date, the price or rate determined with respect to that day for the specified Floating Rate Option as provided in Article 7 of these Definitions or as provided in a Confirmation or as provided in any agreement between the parties governing the Swap Transaction; 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, expressed as a decimal, or the price, expressed in relevant units, if any, specified as such for the Swap Transaction or the party. For purposes of determining a Floating Amount, a Compounding Period Amount or a Basic 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 of a Floating Amount,

(i) if a Floating Rate Day Count Fraction is specified for the Swap Transaction or the Floating Rate Payer, the Floating Rate Day Count Fraction so specified;

(ii) if a Price Option or a method for determining a price is specified for the Swap Transaction or the Floating Rate Payer or if the "FRF-TAM-CDC" or "FRF-T4M-CDC-COMPOUND" Floating Rate Option is specified as the applicable Floating Rate Option, and a Floating Rate Day Count Fraction is not specified, 1/1; and

(iii) in all other cases,

(A) if any "USD-TRILL" Floating Rate Option is specified as the applicable Floating Rate Option or if the "FRF-TAG-CDC" or "FRF-TAG-CDC-COMPOUND" Floating Rate Option is specified as the applicable Floating Rate Option, "Actual/365";

(B) if any "AUD-BBR", "CAD-BA", "CAD-TBILL", "BEF-BIBOR", "GBP-LIBOR" or "HKD-HIBOR" Floating Rate

Option is specified as the applicable Floating Rate Option, "Actual/365 (Fixed)"; and

(C) if any other Floating Rate Option defined in Section 7.1 of these Definitions is specified as the applicable Floating Rate Option, "Actual/360".

(g) "Floating Rate Option" means, in respect of a Swap Transaction and the calculation of a Floating Amount, the Floating Rate Option specified as such, which may be specified by reference to a Rate Option or a Price Option or may be specified by defining the Floating Rate Option in the related Confirmation or in any agreement between the parties governing that Swap Transaction.

(h) "Rate Option" means, in respect of a Swap Transaction and the calculation of a Floating Amount, any of the terms defined in Section 7.1 of these Definitions.

(i) "Price Option" means, in respect of a Swap Transaction and the calculation of a Floating Amount, any of the terms defined in Section 7.2 of these Definitions.

**Section 6.3. Certain Definitions Relating to Compounding.** For purposes of the calculation of a Floating Amount where "Compounding" is specified to be applicable to a Swap Transaction:

(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, subject to adjustment in accordance with the Business Day Convention applicable to Period End Dates in respect of that Swap Transaction or party.

(c) "Compounding Period Amount" means for any Compounding Period an amount calculated on a formula basis for that Compounding Period as follows:

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

(d) "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.

(e) "Basic Compounding Period Amount" means for any Compounding Period an amount calculated as if a Floating Amount were being calculated for that Compounding Period, using the formula in Section 6.1(a).

(f) "Additional Compounding Period Amount" means for any Compounding Period an amount calculated on a formula basis for that Compounding Period as follows:

$$\text{Additional Compounding Period Amount} = \text{Flat Compounding Amount} \times \text{Floating Rate} \times \text{Floating Rate Day Count Fraction}$$

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

## ARTICLE 7

### CALCULATION OF RATES AND PRICES FOR CERTAIN FLOATING RATE OPTIONS

**Section 7.1. 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-BBSW" as the applicable Floating Rate Option and as if fewer than five Reference Banks had quoted rates on the Reuters Screen BBSW Page.

(ii) "AUD-BBR-BBSW" means that the rate for a Reset Date will be the rate calculated by taking the rates quoted on the Reuters Screen BBSW Page at approximately 10:00 a.m., Sydney time, on that Reset Date for each Reference Bank so quoting (but not fewer than five) as being the mean buying and selling rate for a bill (which for the purpose of this definition means a bill of exchange of the type specified for the purpose

of quoting on the Reuters Screen BBSW Page) having a tenor of the Designated Maturity, eliminating the highest and the lowest mean rates and taking the average of the remaining mean rates and then (if necessary) rounding the resultant figure upwards to four decimal places. If in respect of a Reset Date fewer than five Reference Banks have quoted rates on the Reuters Screen BBSW Page, the rate for that Reset Date shall be calculated as above by taking the rates otherwise quoted by five of the Reference Banks on application by the parties for such a bill of the same tenor. If in respect of a Reset Date the rate for that Reset Date cannot be determined in accordance with the foregoing procedures then the rate for that Reset Date shall mean such rate as is agreed between the parties having regard to comparable indices then available.

(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-BELO" 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 BELO 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 BELO 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.

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

(iii) "CAD-BA-Telerate" means that the rate for a Reset Date will be the average rate for settlement rates for Canadian Dollar bankers acceptances for a period of the Designated Maturity which appears on the Telerate Page 3197 as of 10:00 a.m., Toronto time, on that Reset Date. If such rate does not appear on the Telerate Page 3197, 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.

(iv) "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.

(v) "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.

(vi) "CAD-TBILL-Telerate" means that the rate for a Reset Date will be the average rate for Government of Canada Treasury bills for a period of the Designated Maturity which appears on the Telerate Page 3198 as of 10:00 a.m., Toronto time, on that Reset Date. If such rate does not appear on the Telerate Page 3198, 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.

(vii) "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.

(viii) "CAD-LIBOR-BBA" means that the rate for a Reset Date will be the rate for deposits in Canadian 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 "CAD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(ix) "CAD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Canadian 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 Toronto, selected by the Calculation Agent, at approximately 11:00 a.m., Toronto time, on that Reset Date for loans in Canadian Dollars to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(d) *Danish Krone.*

(i) "DKK-CIBOR-DKNH" means that the rate for a Reset Date will be the offered rate for deposits in Danish Kroner for a period of the Designated Maturity which appears on the Reuters Screen DKNH Page under the caption "CIBOR Fixing" as of 11:00 a.m., Copenhagen time, on that Reset Date. If such rate does not appear on the Reuters Screen DKNH Page, the rate for that Reset Date will be determined as if the parties had specified "DKK-CIBOR-Reference Banks" as the applicable Floating Rate Option.

(ii) "DKK-CIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Danish Kroner are offered by the Reference Banks at approximately 11:00 a.m., Copenhagen time, on that Reset Date to prime banks in the Copenhagen 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 Copenhagen 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 the major banks in Copenhagen, selected by the Calculation Agent, at approximately 11:00 a.m., Copenhagen time, on that Reset Date for loans in Danish Kroner to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(e) *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-FIBO" 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 FIBO Page as of 11:00 a.m., Frankfurt time, on that Reset Date. If such rate does not appear on the

Reuters Screen FIBO 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.

(vi) "DEM-FIBOR-FIBP" 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 FIBP Page as of 11:00 a.m., Frankfurt time, on the day that is two Frankfurt Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen FIBP 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.

(vii) "DEM-FIBOR-GBA" 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 22000 as of 11:00 a.m., Frankfurt time, on the day that is two Frankfurt Banking Days preceding that Reset Date. If such rate does not appear on the Telerate Page 22000, 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.

(viii) "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 (A) in the case of "DEM-FIBOR-ISDB", at approximately 12:00 noon, Frankfurt time, on that Reset Date, (B) in the case of "DEM-FIBOR-FIBO", at approximately 11:00 a.m., Frankfurt time, on that Reset Date or (C) in the case of any other DEM-FIBOR Floating Rate Option, at approximately 11:00 a.m., Frankfurt time, on the day that is two Frankfurt Banking Days preceding 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, (A) in the case of "DEM-FIBOR-ISDB", at approximately 12:00 noon, Frankfurt time, or (B) in the case of any other "DEM-FIBOR" Floating Rate Option, at approximately 11:00 a.m., Frankfurt time, an 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.

(f) *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-AIBO-DOM" 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 AIBO Page (domestic AIBO column) as of 11:00 a.m., Amsterdam time, on that Reset Date. If such rate does not appear on the Reuters Screen AIBO Page (domestic AIBO column), 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.

(iii) "NLG-AIBOR-AIBO-EURO" 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 AIBO Page (Euro AIBO column) 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 AIBO Page (Euro AIBO column), 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.

(iv) "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, (A) on the day that is two Amsterdam Banking Days preceding the Reset Date, if the rate being determined pursuant to this clause (iv) is for Euro AIBO or a rate is being determined pursuant to this clause (iv) because a rate for "NLG-AIBOR-ISDB" did not appear on the Reuters Screen ISDB Page, or (B) on that Reset Date, if the rate being determined pursuant to this clause (iv) is for domestic AIBO, 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.

(g) *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-PIBQR-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.

(h) *Finnish Markka.*

(i) "**FIM-HELIBOR-SPFB**" means that the rate for a Reset Date will be the rate for deposits in Finnish Markkas for a period of the Designated Maturity which appears on the Reuters Screen SPFB Page under the caption "HELIBOR FIXING" as of 1:00 p.m., Helsinki time, on the day that is two Helsinki Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen SPFB Page, the rate for that Reset Date will be determined as if the parties had specified "FIM-HELIBOR-Reference Banks" as the applicable Floating Rate Option.

(ii) "**FIM-HELIBOR**-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Finnish Markkas are offered by the Reference Banks at approximately 1:00 p.m., Helsinki time, on the day that is two Helsinki Banking Days preceding that Reset Date to prime banks in the Helsinki 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 Helsinki 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 Helsinki, selected by the Calculation Agent, at approximately 1:00 p.m., Helsinki time, on that Reset Date for loans in Finnish Markkas to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(i) *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 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 French Francs to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(iv) "FRF-LIBOR-BBA" 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 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 "FRF-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(v) "FRF-LIBOR-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., 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 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.

(vi) "FRF-TAM-CDC" means that the rate for a Reset Date will be the rate of return of a monthly compound interest investment, renewed at the end of each month, over the preceding 12-month period (it being understood that the reference rate for the calculation of interest is the average monthly rate of the day-to-day French interbank money market, adjusted to take into account the exact number of days in the various months concerned in the applicable 12-month period), as calculated by Caisse des Depots et Consignations and appearing on the Reuters Screen CDCR Page opposite the heading "T.A.M." on that Reset Date. If such rate is not available from such source, then the rate for such Reset Date will be determined as if the parties had specified "FRF-T4M-CDC-COMPOUND" as the applicable Floating Rate Option. Meanings for certain terms relevant to this Floating Rate Option shall be as specified in Exhibit III.

(vii) "FRF-T4M-CDC-COMPOUND" means that the rate for a Reset Date, calculated in accordance with the formula set forth below in this clause (vii), will be the rate of return of a monthly compound interest investment, renewed at the end of each month, over the preceding 12-month period (it being understood that the reference rate for the calculation of interest is the average monthly rate of the day-to-day French interbank money market, adjusted to take into account the exact number of days in the various months concerned in the applicable 12-month period, as calculated by Caisse des Dépôts et Consignations for each of the relevant months and appearing on the Reuters Screen CDCR Page opposite the heading "T.M.M." on the first Paris Banking Day of the month following each such relevant month). As used in this clause (vii), "relevant

months" means the month and year of each of the first 12 calendar months occurring in the applicable Calculation Period. Meanings for certain terms relevant to this Floating Rate Option shall be as specified in Exhibit III.

"FRF-T4M-CDC-COMPOUND" will be calculated as follows:

$$100 \, x \left[ \prod_{i=1}^{12} (1 + (R_i \; x \; D_i \, / 36000)) - 1 \right]$$

where:

"$R_i$", for any relevant month "i", is a reference rate equal to the arithmetic mean of the day-to-day French interbank money market for such relevant month, as calculated by Caisse des Dépôts et Consignations and appearing on the Reuters Screen CDCR Page opposite the heading "T.M.M." on the first Paris Banking Day of the month following such relevant month; if for any relevant month the reference rate is not available from such source, the reference rate for that relevant month will be the rate determined in accordance with the definition of "FRF-TMP-CDC-AVERAGE";

"$D_i$", for any relevant month "i", is the actual number of days in that relevant month; and

"i" is a series of whole numbers from one to 12 representing each of the relevant months in chronological order from and including the first month of any applicable Calculation Period.

(viii) "FRF-TAG-CDC" means that the rate for a Reset Date will be the rate of return of a monthly compound interest investment, renewed on each Compounding Date over the preceding Compounding Period (it being understood that the reference rate for the calculation of interest is the average of the rate of the day-to-day French interbank money market, from and including a Compounding Date to but excluding the next succeeding Compounding Date, adjusted to take into account the actual number of days in such Compounding Period), as calculated by Association Francaise des Banques for a period of the Designated Maturity and appearing on the Reuters Screen AFBP Page opposite the heading "T.A.G." on that Reset Date. If such rate is not available from such source, then the rate for such Reset Date will be determined as if the parties had specified "FRF-TAG-CDC-COMPOUND" as the applicable Floating Rate Option. Meanings for certain terms relevant to this Floating Rate Option shall be as specified in Exhibit III.

(ix) "FRF-TAG-CDC-COMPOUND" means that the rate for a Reset Date, calculated in accordance with the formula set forth below in this clause, will be the rate of return of a monthly compound interest investment, renewed on each Compounding Date over the preceding Compounding Period (it being understood that the reference rate for the

calculation of interest is the average of the rate of the day-to-day French interbank money market, from and including a Compounding Date to but excluding the next succeeding Compounding Date, adjusted to take into account the actual number of days in such Compounding Period). Meanings for certain terms relevant to this Floating Rate Option shall be as specified in Exhibit III.

"FRF-TAG-CDC-COMPOUND" shall be calculated as follows:

$$DC^* \left[ \prod_{i=1}^{i=M} (1+(Ri * D_i\ /36000))\text{-}1 \right] \Bigg/ \left[ \sum_{i=1}^{i=M} Dmi \right]$$

where:

"$R_i$", for any relevant Compounding Period "i", is a rate equal to the arithmetic mean of the day-to-day French interbank money market for such Compounding Period and shall be calculated as follows:

$$R_i = \frac{100}{Dm_i} \left[ \sum_{j=1}^{i=Dmi} R_j \right]$$

where,

"$R_j$", for any day "j" in the relevant Compounding Period "i", is a reference rate equal to the day-to-day French interbank money market rate as calculated by Caisse des Dépôts et Consignation, and appearing on the Reuters Screen CDCR page opposite the heading "T.M.P." on the first Paris Banking Day following that day;

"j", is a series of whole numbers from one to $Dm_i$, each representing the relevant days in chronological order in a Compounding Period "i", from and including the first day of such Compounding Period; and

"Dmi", for any relevant Compounding Period "i", is the actual number of days in that relevant Compounding Period;

"i", is a series of whole numbers from one to M, each representing the relevant Compounding Periods in chronological order from and including the first Compounding Period in the applicable Calculation Period;

"M", is the number of months as of the Designated Maturity, in the applicable Calculation Period; and

"DC", means (a) if the Calculation Period includes February 29 of a year, 36,600 and (b) in any other case, 36,500.

(x) "FRF-T4M-CDC" means that the rate for a Reset Date will be the arithmetic mean of the daily rates of the day-to-day French interbank money market, as calculated by Caisse des Dépôts et Consignations and appearing on the Reuters Screen CDCR Page opposite the heading "T.M.M." on that Reset Date. If such rate is not available from such source, then the rate for such Reset Date will be determined as if the parties had specified "FRF-TMP-CDC-AVERAGE" as the applicable Floating Rate Option. Meanings for certain terms relevant to this Floating Rate Option shall be as specified in Exhibit III.

(xi) "FRF-TMP-CDC-AVERAGE" means that the rate for a Reset Date, calculated in accordance with the formula set forth below, will be the arithmetic mean of the daily rates of the day-to-day French interbank money market, adjusted to take into account the exact number of days in the month concerned. Meanings for certain terms relevant to this Floating Rate Option shall be as specified in Exhibit III.

"FRF-TMP-CDC-AVERAGE" shall be calculated as follows:

$$\frac{100}{D} \quad x \quad \left[ \sum_{i=1}^{i=D} Ri \right]$$

where:

"R$_i$", for any relevant day "i" in the month of the Calculation Period, is a reference rate calculated by Caisse des Dépôts et Consignations and appearing on the Reuters Screen CDCR Page opposite the heading "T.M.P." on that day, if that day is a Paris Banking Day, or on the Paris Banking Day immediately preceding that day, if that day is not a Paris Banking Day;

"D", for the month of the Calculation Period, is the actual number of days in that month; and

"i" is a series of whole numbers from one to D, each representing in the month of the Calculation Period the chronological order of days in that month from and including the first day of that month to and including the last day of that month.

(j) *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.

(k) *Italian Lira*.

(i) "ITL-LIBOR-ITFX" means that the rate for a Reset Date will be the arithmetic mean of the offered rates for deposits in Italian Lire for a period of the Designated Maturity which appears on the Reuters Screen ITFX Page as of 11:00 a.m., London time, on the day that is two London Business Days preceding that Reset Date. If fewer than two rates appear on the Reuters Screen ITFX Page, the rate for that Reset Date will be determined as if the parties had specified "ITL-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(ii) "ITL-LIBOR-ITFY" means that the rate for a Reset Date will be the arithmetic mean of the offered rates for deposits in Italian Lire for a period of the Designated Maturity which appears on the Reuters Screen ITFY Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If fewer than two rates appear on the Reuters Screen ITFY Page, the rate for that Reset Date will be determined as if the parties had specified "ITL-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(iii) "ITL-LIBOR-BBA" means that the rate for a Reset Date will be the rate for deposits in Italian Lire 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 "ITL-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(iv) "ITL-LIBOR-ILIR" means that the rate for a Reset Date will be determined on the basis of the average of the offered rates for deposits in Italian Lire for a period of the Designated Maturity which appears on the Reuters Screen ILIR Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If fewer than two rates appear on the Reuters Screen ILIR Page, the rate for that Reset Date will be determined as if the parties had specified "ITL-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(v) "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.

(vi) "ITL-MIBOR-Full Period Average" means that the rate for a Reset Date will be determined on the basis of the arithmetic mean of the offered rates for deposits in Italian Lire for a period of the Designated Maturity which appear on the Reuters Screen ATIA Page as of 12:00 noon, Milan time, on each day that is two Milan Banking Days preceding each Milan Banking Day during the Calculation Period. If fewer than two rates appear on the Reuters Screen ATIA Page, the rate for that Reset Date will be determined as if the parties had specified "ITL-MIBOR-Published" as the applicable Floating Rate Option.

(vii) "ITL-MIBOR-Preceding Days Average" means that the rate for a Reset Date will be determined on the basis of the arithmetic mean of the offered rates for deposits in Italian Lire for a period of the number of days preceding the Designated Maturity, as specified in the related Confirmation, which appear on the Reuters Screen ATIA Page as of 12:00 noon, Milan time, on the day that is two Milan Banking Days preceding each of such days preceding the Designated Maturity. If fewer

than two rates appear on the Reuters Screen ATIA Page, the rate for that Reset Date will be determined as if the parties had specified "ITL-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(viii) "ITL-MIBOR-ATIA" means that the rate for a Reset Date will be the offered rate for deposits in Italian Lire for a period of the Designated Maturity which appear on the Reuters Screen ATIA Page as of 12:00 noon, Milan time, on the day that is two Milan Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ATIA Page, the rate for that Reset Date will be determined as if the parties had specified "ITL-MIBOR-Published" as the applicable Floating Rate Option.

(ix) "ITL-MIBOR-Published" means that the rate for a Reset Date will be the rate at which deposits in Italian Lire are offered in respect of the day that is two Milan Banking Days preceding such Reset Date to prime banks in the Milan interbank market for a period of the Designated Maturity as published on the next succeeding Milan Banking Day in *Il Sole 24 Ore*. If such rate is not published in *Il Sole 24 Ore*, the rate for that Reset Date will be determined as if the parties had specified "ITL-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(1) *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.

(m) *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-FRA" 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 BKBM Page under the caption "FRA" as of 11:00 a.m., Wellington time, on that Reset Date. If such rate does not appear on the Reuters Screen BKBM 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.

(iii) "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 rate for that Reset Date will be determined as if the parties had specified "NZD-BBR-Reference Banks" as the applicable Floating Rate Option.

(iv) "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 the Reset Date. The Calculation Agent will request the principal Wellington office of each of the Reference Banks to provide a quotation of its rates.

(n) *Norwegian Krone.*

(i) "NKR-NIBOR-NIBR" means that the rate for a Reset Date will be the rate for deposits in Norwegian Kroner for a period of the Designated Maturity which appears on the Reuters Screen NIBR Page as of 12:00 noon, Oslo time, on that Reset Date. If such rate does not appear on the Reuters Screen NIBR Page, the rate for that Reset Date will be determined as if the parties had specified "NKR-NIBOR-Reference Banks" as the applicable Floating Rate Option.

(ii) "NKR-NIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Norwegian Kroner are offered by the Reference Banks at approximately 12:00 noon, Oslo time, on that Reset Date to prime banks in the Oslo 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 Oslo 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 rate quoted by major banks in Oslo, selected by the Calculation Agent, at approximately 12:00 noon, Oslo time, on that Reset Date for loans in Norwegian Kroner to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(o) *Spanish Peseta.*

(i) "SPP-LIBOR-BBA" means that the rate for a Reset Date will be the rate for deposits in Spanish Pesetas 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 "SPP-LIBOR-Reference Banks" as the applicable Floating Rate Option.

(ii) "SPP-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Spanish Pesetas 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 Madrid, selected by the Calculation Agent, at approximately 11:00 a.m., Madrid time, on that Reset Date for loans in Spanish Pesetas to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(iii) "SPP-MIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Spanish Pesetas are offered by the Reference Banks at approximately 11:00 a.m., Madrid time, on the day that is one Madrid Banking Day preceding that Reset Date to prime banks in the Madrid 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 office in Spain 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 only one quotation is provided, the rate for that Reset Date will be equal to such quotation. If no 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., Madrid time, on that Reset Date for loans in Spanish Pesetas to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(p) *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 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.

(q) *Swedish Krona.*

(i) "SEK-EDOR-FP" means that the rate for a Reset Date will be the rate for deposits in Swedish Kronor for a period of the Designated Maturity which appears on the Telerate Page 3720 under the caption "Implied Euro SEK Deposit Offered Rates" as of 11:00 a.m., Stockholm time, on the day that is two Stockholm and New York Banking Days preceding that Reset Date. If such rate does not appear on the Telerate Page 3720, the rate for that Reset Date will be determined as if the parties had specified "SEK-EDOR-Reference Banks" as the applicable Floating Rate Option.

(ii) "SEK-STIBOR-SIOR" means that the rate for a Reset Date will be the rate for deposits in Swedish Kronor for a period of the Designated Maturity which appears on the Reuters Screen SIOR page under the caption "STIBOR FIXING" as of 11:00 a.m., Stockholm time, on the day that is two Stockholm Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen SIOR page, the rate for that Reset Date will be determined as if the parties had specified "SEK-EDOR-Reference Banks" as the applicable Floating Rate Option.

(iii) "SEK-EDOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Swedish Kronor are offered by the Reference Banks at approximately 11:00 a.m., Stockholm time, on the day that is two Stockholm Banking Days preceding that Reset Date to prime banks in the Stockholm 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 Stockholm 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 Stockholm, selected by the Calculation Agent, at approximately 11:00 a.m., Stockholm time, on that Reset Date for loans in Swedish Kronor to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(r) *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.

(s) *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, 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 those 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 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 ISDC Page, 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.

(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.

(xx) "USD-COF11-Telerate" means that the rate for a Reset Date will be the monthly weighted average cost of funds set forth under the caption "11th District" on the Telerate Page 7175 as of 11:00 a.m., San Francisco time, on that Reset Date. If such rate does not appear on the Telerate Page 7175, the rate for that Reset Date will be determined as if the parties had specified "USD-COF11-FHLBSF" as the applicable Floating Rate Option.

(xxi) "USD-COF11-FHLBSF" means that the rate for a Reset Date will be the monthly weighted average cost of funds paid by member institutions of the Eleventh Federal Home Loan Bank District that was most recently announced by the FHLBSF as such cost of funds for the calendar month preceding the date of such announcement. If the FHLBSF fails to announce such rate for that calendar month, then the rate for that Reset Date will be determined on the basis of the latest comparable rate announced by the FHLBSF prior to the Payment Date immediately following that Reset Date.

(t) *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.

**Section 7.2. Price Options.** For purposes of determining a Relevant Rate:

(a) *S&P 500.* "S&P 500" means that the price for a Reset Date will be the value of the Standard & Poor's 500 Composite Stock Price Index at the close of business, New York time, on that Reset Date, as calculated and published by Standard & Poor's Corporation.

(b) *FT-SE 100.* "FT-SE 100" means that the price for a Reset Date will be the value of the FT-SE (Financial Times-Stock Exchange) 100 Share Index at the close of business, London time, on that Reset Date, as calculated and published by The International Stock Exchange.

(c) *NIKKEI 225.* "NIKKEI 225" means that the price for a Reset Date will be the value of the Nikkei Stock Average Index at the close of business, Tokyo time, on that Reset Date, as calculated and published by Nihon Keizai Shimbun Inc.

(d) *TOPIX.* "TOPIX" means that the price for a Reset Date will be the value of the Tokyo Stock Price Index at the close of business, Tokyo time, on that Reset Date, as calculated and published by the Tokyo Stock Exchange.

(e) *DAX.* "DAX" means that the price for a Reset Date will be the value of the Deutscher Aktienindex at the close of business, Frankfurt time, on that Reset Date, as calculated and published by the Frankfurter Wertpapierbörse.

(f) *CAC-40.* "CAC-40" means that the price for a Reset Date will be the value of the CAC-40 Index at the close of business, Paris time, on that Reset Date, as calculated and published by the Société des Bourses Françaises.

(g) *Oil.* "OIL-WTI-NYMEX" means that the price for a Reset Date will be the closing price per barrel of oil on the NYMEX on that Reset Date of the WTI contract for the Contract Month, stated in U.S. Dollars, as reported by the NYMEX. If no such price is reported by the NYMEX on that Reset Date, but a range of two prices per barrel of WTI on a delivery basis, for delivery in the Contract Month, is published under the heading "Spot Crude Price Assessments" in the issue of Platt's Oilgram Price Report that reports prices effective on that Reset Date, the price for that Reset Date will be the average of those two prices as published in that issue. If a range of two prices is not published in the relevant issue of *Platt's Oilgram Price Report*, the Calculation Agent will request the Reference Dealers to provide bid and asked quotations for the relevant WTI contract. If four quotations are provided as requested, the price for that Reset Date will be the arithmetic mean of the average of the bid and asked quotations provided by each Reference Dealer, without regard to the averages having the highest and lowest values. If exactly three quotations are provided as requested, the price for that Reset Date will be the average of the bid and asked quotations provided by each Reference Dealer that remains after disregarding the averages having the highest and lowest values. If fewer than three quotations are provided as requested, the price for that Reset Date will be determined by the Calculation Agent in good faith after consultation with the other party (or both parties, if the Calculation Agent is a third party), if practicable, for the purpose of obtaining a representative price for the relevant WTI contract that will reasonably reflect conditions prevailing at the time in the WTI market.

### Section 7.3. 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" means, when used in connection with any designated page and any Floating Rate Option, the display page so designated on the Reuter

Monitor Money Rates Service (or such other page as may replace that page on that service for the purpose of displaying rates or prices comparable to that Floating Rate Option).

(d) "Telerate" means, when used in connection with any designated page and any Floating Rate Option, the display page so designated on the Dow Jones Telerate Service (or such other page as may replace that page on that service, or such other service as may be nominated as the information vendor, for the purpose of displaying rates or prices comparable to that Floating Rate Option).

(e) "FHLBSF" means the Federal Home Loan Bank of San Francisco or its successor.

### Section 7.4. 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-BBSW" Floating Rate Option, the financial institutions authorized to quote on the Reuters Screen BBSW Page, (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 "DKK-CIBOR" Floating Rate Option, four major banks in the Copenhagen interbank market, (vi) for purposes of the "DEM-FIBOR-ISDB", "DEM-FIBOR-FIBO" and "DEM-FIBOR-Reference Banks" Floating Rate Options, four major banks in the Frankfurt interbank market, (vii) for purposes of the "DEM-FIBOR-GBA" or "DEM-FIBOR-FIBP" Floating Rate Option, the banks nominated through the German Banking Association to the German Bundesbank (or such other bank or monetary authority as may replace the Bundesbank) which calculate and publish that rate, (viii) for purposes of the "NLG-AIBOR" Floating Rate Option, four major banks in the Amsterdam interbank market, (ix) for purposes of any "FIM-HELIBOR" Floating Rate Option, five major banks in the Helsinki interbank market, (x) for purposes of any "PIBOR" Floating Rate Option, four major banks in the Paris interbank market, (xi) for purposes of the "HKD-HIBOR" Floating Rate Option, four major banks in the Hong Kong interbank market, (xii) for purposes of any "LUXIBOR" Floating Rate Option, four major banks in the Luxembourg interbank market, (xiii) for purposes of the "NZD-BBR" Floating Rate Option, four major banks in the New Zealand money market, (xiv) for purposes of any "NKR-NIBOR" Floating Rate Option, four major banks in the Oslo interbank market, (xv) for

purposes of the "SPP-MIBOR" Floating Rate Option, four major banks in the Madrid interbank market, (xvi) for purposes of any "EDOR" Floating Rate Option, four major banks in the Stockholm interbank market, (xvii) for purposes of the "USD-TIBOR" Floating Rate Option, four major banks in the Tokyo interbank market and (xviii) 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, (v) for purposes of the "USD-BA" Floating Rate Option, three leading dealers of U.S. Dollar bankers acceptances in New York City and (vi) for purposes of the "OIL-WTI-NYMEX" Floating Rate Option, four leading dealers in oil futures, 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 or Compounding Period for which the Bond Equivalent Yield is being calculated, the actual number of days in that Calculation Period or Compounding 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 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 or Compounding Period for which the Money Market Yield is being calculated, the actual number of days in that Calculation Period or Compounding 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.

(g) "Contract Month" means, in respect of the determination of the "OIL-WTI-NYMEX" Price Option, the month and year specified (or determined pursuant to a method specified for that purpose) for the Swap Transaction.

(h) "Exchange" means, in respect of a Price Option or a Swap Transaction (i) the stock or commodity exchange indicated for the following Price Options:

| Price Option | Exchange |
|---|---|
| S&P 500 | New York Stock Exchange |
| | American Stock Exchange |
| | NASDAQ |
| FT-SE 100 | The International Stock Exchange |
| NIKKEI 225 | Tokyo Stock Exchange |
| TOPIX | Tokyo Stock Exchange |
| DAX | Frankfurt Stock Exchange |
| CAC-40 | Paris Bourse |
| OIL-WTI-NYMEX | NYMEX |

and (ii) any other stock or commodity exchange specified for a party or a Swap Transaction in the related Confirmation.

(i) "NASDAQ" means the National Association of Securities Dealers Automated Quotation National Market System.

(j) "The International Stock Exchange" means The International Stock Exchange of the United Kingdom and the Republic of Ireland Limited.

(k) "WTI" means light sweet domestic crude oil (West Texas Intermediate) deliverable in satisfaction of futures contract delivery obligations under the rules of NYMEX.

(1) "NYMEX" means the New York Mercantile Exchange.

(m) "Market Disruption Event" means, in respect of a Swap Transaction and the determination of a Relevant Rate by reference to a Price Option, in addition to any events specified in the related Confirmation and unless otherwise provided in the related Confirmation, either of the following events, the existence of which shall be determined in good faith by the Calculation Agent:

(i) suspension or material limitation of trading (excluding daily settlement limits in the normal course of trading) in any commodity, or affecting any index,

on all Exchanges specified in a Confirmation as relevant to the determination of the Relevant Rate; or

(ii) in respect of any Price Option calculated by reference to values of components, suspension or material limitation of trading (excluding daily settlement limits in the normal course of trading) in a material number of the components of that Price Option on all Exchanges specified in a Confirmation as relevant to the determination of the Relevant Rate.

**Section 7.5. Corrections to Published and Displayed Rates and Prices.** 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 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;

(d) in any case where the Relevant Rate for a day is based on information obtained from the Reuters Screen CDCR Page, that Relevant Rate will be subject to the corrections, if any, published for the applicable Reset Date, not later than the last day of the calendar month during which the Reset Date occurred, in the publication entitled "Cote Officielle" opposite the heading "Taux annuel monetairè" (if the applicable Floating Rate Option is FRF-TAM-CDC), or under the heading "TMM" (if the applicable Floating Rate Option is FRF-T4M-CDC-COMPOUND or FRF-T4M-CDC) or under the heading "TMP" (if the applicable Floating Rate Option is FRF-TMP-CDC AVERAGE);

(e) in any case where the Relevant Rate for a day is based on an index or price on an Exchange or published in *Platt's Oilgram Price Report*, that Relevant Rate will be subject to correction based upon the applicable index or price, if any, subsequently calculated and published by the person responsible for that calculation and publication within one Banking Day of the original publication in the place of original publication; and

(f) in the event that a party to any Swap Transaction notifies the other party to the Swap Transaction of any correction referred to in subsections (a), (b), (c), (d) or (e) above no later than 15 days after the expiration of the 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.

**Section 7.6. Certain Adjustments in Indices.** Unless otherwise specified in a Confirmation, in determining a price for any Reset Date with respect to any Price Option calculated and published by any person, if that person discontinues calculation and publication of the index on which such price is based, or if the information necessary for that person to perform the necessary calculation is not available to it, but a comparable successor to that index acceptable to both parties is calculated and is published by another person on that Reset Date, the price for that Reset Date will be the value of that successor index as calculated and published by that person at the close of business, at the place specified for that Price Option, on that Reset Date. If a comparable successor to that index is not available on that Reset Date, or if the method of calculation of that index or the value thereof is changed in a material respect so that the price on that Reset Date does not fairly represent the value of that index as calculated and published on the Trade Date of the Swap Transaction, then the Calculation Agent shall make such adjustments in respect of such calculation in good faith after consultation with the other party (or both parties, if the Calculation Agent is a third party), if practicable, for the purpose of obtaining a value at the close of business, at the place specified for that Price Option, on that Reset Date, that produces a price based on an index that is comparable to the index as last calculated and published or as calculated and published immediately prior to such change.

**Section 7.7. Effect of Market Disruption Event.** In the event that a Market Disruption Event exists on any Reset Date and an alternative method for determining the Relevant Rate in the event of a Market Disruption Event has not been specified by the parties, such date shall not be considered a Reset Date. In such event the next succeeding Business Day on which a Market Disruption Event does not exist shall be considered the Reset Date and a price shall be obtained for that Reset Date in accordance with the terms of the relevant Price Option. If a Market Disruption Event exists on each of the five Business Days immediately following the original Reset Date, a price shall be determined based on the latest available quotation for the relevant Price Option, whether or not a Market Disruption Event exists on that date.

# ARTICLE 8

## OPTIONS

**Section 8.1. Option.** "Option" means any Swap Transaction that is identified in the related Confirmation as an Option and provides for the grant by Seller to Buyer of (i) the right to cause an Underlying Swap Transaction to become effective, (ii) the right to cause Seller to pay Buyer the Cash Settlement Amount, if any, in respect of the Underlying Swap Transaction on the Cash Settlement Payment Date, (iii) the right to cause the Optional Termination Date to become the Termination Date and, if so specified in the related Confirmation, the Final Exchange Date of the Related Swap Transaction or (iv) any other right or rights specified in the related Confirmation. An Option may provide for the grant of one or more of the foregoing rights, all of which can be identified in a single Confirmation.

**Section 8.2. Certain Definitions and Provisions Relating to Options.** When used in respect of an Option, the following terms have the indicated meanings:

(a) **Underlying Swap Transaction.** "Underlying Swap Transaction" means a Swap Transaction, the terms of which are identified in the Confirmation of the Option, which Underlying Swap Transaction shall not become effective unless (i) "Physical Settlement" is specified to be applicable to the Option and (ii) the right to cause that Underlying Swap Transaction to become effective has been exercised.

(b) **Related Swap Transaction.** "Related Swap Transaction" means a Swap Transaction, the terms of which are identified in the Confirmation of the Option, for which an Optional Termination Date is or may be specified.

(c) **Physical Settlement.** If "Physical Settlement" is specified to be applicable to the Option, it means that Seller grants to Buyer pursuant to the Option the right to cause the Underlying Swap Transaction to become effective.

(d) **Cash Settlement.** If "Cash Settlement" is specified to be applicable to the Option, it means that Seller grants to Buyer pursuant to the Option the right to cause Seller to pay Buyer the Cash Settlement Amount, if any, in respect of the Underlying Swap Transaction on the Cash Settlement Payment Date.

(e) **Optional Termination.** If "Optional Termination" is specified to be applicable to the Option, it means that Seller grants to Buyer pursuant to the Option the right to cause the Optional Termination Date to become the Termination Date and, if so specified in the related Confirmation, the Final Exchange Date of the Related Swap Transaction.

(f) **Optional Termination Date.** "Optional Termination Date" means, in respect of an Option to which Optional Termination is specified to be applicable, the date or dates specified in or pursuant to the related Confirmation.

(g) **American Option.** "American Option" means a style of Option pursuant to which the right or rights granted are exercisable during an Exercise Period that consists of more than one day.

(h) **European Option.** "European Option" means a style of Option pursuant to which the right or rights granted are exercisable during an Exercise Period that consists of only one day.

**Section 8.3. Parties.** (a) **Buyer.** "Buyer" means, in respect of an Option, the party specified as such in the related Confirmation.

(b) **Seller.** "Seller" means, in respect of an Option, the party specified as seller or as writer in the related Confirmation.

**Section 8.4. Terms Relating to Exercise.** (a) **Exercise Period.** "Exercise Period" means, in respect of an Option, each of the periods specified in or pursuant to the related Confirmation, which, in the case of a European Option, shall consist of one day.

(b) **Notice of Exercise.** "Notice of Exercise" means, in respect of an Option, irrevocable notice delivered by Buyer to Seller (which may be delivered orally (including by telephone) unless the parties specify otherwise in a Confirmation with respect to a specific Option) of its exercise of the right or rights granted pursuant to the Option, which notice becomes effective between the hours specified in a Confirmation on a day during the Exercise Period that is a Banking Day in the city in which Seller is located for purposes of receiving notices and in any financial centers relevant to the Underlying Swap Transaction and which notice must include the Exercise Terms, if any. Buyer may exercise the right or rights granted pursuant to the Option only by delivering a Notice of Exercise.

(c) **Exercise Terms.** "Exercise Terms" means those terms of an Underlying Swap Transaction or a Related Swap Transaction which are identified in or pursuant to the Confirmation of an Option as terms that must be specified by Buyer in the Notice of Exercise.

(d) **Effectiveness of Notices.** Any notice or communication given, and permitted to be given, orally (including by telephone) in connection with an Option will be effective when actually received by the recipient.

(e) **Written Confirmation.** If "Written Confirmation" is specified to be applicable to the Option or if demanded by Seller (which demand, notwithstanding any provisions regarding notice applicable to the Option, may be delivered orally (including by telephone)), Buyer will (i) execute a written confirmation confirming the substance of the Notice of Exercise and deliver the same to Seller or (ii) issue a telex to Seller setting forth the substance of the Notice of Exercise. Buyer shall cause such executed written confirmation or telex to be received by Seller within one Banking Day (in the city in which Seller is located for purposes of receiving notices) following the date that the Notice of Exercise or Seller's demand, as the case may be, becomes effective. If not received within such time, Buyer will be

deemed to have satisfied its obligations under the immediately preceding sentence at the time that such executed written confirmation or telex becomes effective.

**Section 8.5. Terms Relating to Premium.** (a) **Premium.** "Premium" means, in respect of an Option, an amount, if any, that is specified as such in or pursuant to the related Confirmation and, subject to any applicable condition precedent, is payable by the Buyer on the Premium Payment Date or Dates.

(b) **Premium Payment Date.** "Premium Payment Date" means, in respect of an Option, the date or dates specified as such in or pursuant to the related Confirmation, subject to adjustment in accordance with the Modified Following Business Day Convention or, if another Business Day Convention is specified to be applicable to the Premium Payment Date, that Business Day Convention.

**Section 8.6. Terms Relating to Cash Settlement.** (a) **Cash Settlement Amount**. "Cash Settlement Amount" means, in respect of an Option to which Cash Settlement is specified to be applicable, an amount, if any, that, subject to any applicable condition precedent, is payable by the Seller on the applicable Cash Settlement Payment Date and is determined by a method specified in or pursuant to the Confirmation of the Option or the agreement governing such Option.

(b) **Cash Settlement Payment Date.** "Cash Settlement Payment Date" means, in respect of an Option to which Cash Settlement is specified to be applicable, the date specified as such in the Notice of Exercise or determined pursuant to the related Confirmation, subject to adjustment in accordance with the Modified Following Business Day Convention or, if another Business Day Convention is specified to be applicable to the Cash Settlement Payment Date, that Business Day Convention.

**Section 8.7. Currency Options.** In respect of an Option for which the Underlying Swap Transaction involves an exchange of amounts in different currencies, the following terms shall have the indicated meanings:

(a) **Call.** "Call" means an Option entitling, but not obligating, the Buyer to purchase from the Seller at the Strike Price a specified quantity of the Call Currency.

(b) **Put.** "Put" means an Option entitling, but not obligating, the Buyer to sell to the Seller at the Strike Price a specified quantity of the Put Currency.

(c) **Additional Terms.** "Call Currency", "Call Amount", "Put Currency", "Put Amount" and "Strike Price" shall each have the meanings specified as such for the Option in a Confirmation. The Put Amount is the Final Exchange Amount for the Buyer of the Option and the Call Amount is the Final Exchange Amount for the Seller of the Option.

(d) **Expiration Date.** The "Expiration Date" of an Option shall be the date specified as such in a Confirmation, which date is the last date on which the Option can be exercised, which date, unless otherwise specified, shall be subject to adjustment in accordance with the Following Business Day

Convention. The "Expiration Time" of an Option shall be the time specified as such in a Confirmation, which time is the latest time on the Expiration Date on which the Seller will accept a Notice of Exercise.

(e) **Expiration Settlement Date.** The "Expiration Settlement Date" of an Option is the date specified as such in the related Confirmation and shall be the last date on which an Option that has been exercised can be settled.

(f) **Price.** In addition to specifying the Premium as an amount, the Premium can be specified in a Confirmation as a price, which shall be stated as a percentage of the Put Amount or the Call Amount, as the case may be.

## ARTICLE 9

### ROUNDING; INTERPOLATION; DISCOUNTING

**Section 9.1. Rounding.** For purposes of any calculations referred to in these Definitions (unless otherwise specified), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (*e.g.,* 9.876541% (or .09876541) being rounded down to 9.87654% (or .0987654) and 9.876545% (or .09876545) being rounded up to 9.87655% (or .0987655)), (b) 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), (c) all Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Yen amount, (d) all Italian Lira and Spanish Peseta amounts will be rounded to the nearest Italian Lira or Spanish Peseta (with one half Italian Lira or Spanish Peseta being rounded up) and (e) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with .005 being rounded upwards (*e.g,* .674 being rounded down to .67 and .675 being rounded up to .68).

**Section 9.2. Interpolation.** In respect of any Calculation Period to which "Linear Interpolation" is specified to be applicable, the Relevant Rate for the Reset Date in respect of that Calculation Period or any Compounding Period included in that Calculation Period shall be determined through the use of straight-line interpolation by reference to two rates based on the relevant Floating Rate Option, one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the Calculation Period or Compounding Period (or any alternative Designated Maturity agreed to by the parties) and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the Calculation Period or Compounding Period (or any alternative Designated Maturity agreed to by the parties).

**Section 9.3. Discounting.** (a) In respect of any Swap Transaction to which "Discounting" is specified to be applicable, a discounted Fixed Amount or Floating Amount for any Calculation Period not longer than one year shall be calculated

by dividing the Fixed Amount or the Floating Amount, as the case may be, for that Calculation Period by an amount equal to:

$$1 + \left\{ \text{Discount Rate} \ \times \ \begin{array}{l} \text{Discount Rate} \\ \text{Day Count} \\ \text{Fraction} \end{array} \right\}$$

(b) For any Swap Transaction to which "FRA Discounting" is specified to be applicable, an FRA Amount in respect of any Calculation Period not longer than one year shall be calculated, in lieu of calculating a Fixed Amount and a Floating Amount for that Calculation Period, in accordance with the following formula:

$$\begin{array}{l} \text{FRA} \\ \text{Amount} \end{array} = \dfrac{\begin{array}{l} \text{Calculation} \\ \text{Amount} \end{array} \times \left\{ \begin{array}{l} \text{(Floating Rate} \\ \pm \text{ Spread )} \\ \text{- Fixed Rate} \end{array} \ \times \ \begin{array}{l} \text{Floating Rate} \\ \text{Day Count} \\ \text{Fraction} \end{array} \right\}}{1 + \left\{ \text{Discount Rate} \ \times \ \begin{array}{l} \text{Discount Rate} \\ \text{Day Count} \\ \text{Fraction} \end{array} \right\}}$$

If the FRA Amount for any Calculation Period is positive, the Floating Rate Payer shall pay to the Fixed Rate Payer the FRA Amount on the Payment Date in respect of that Calculation Period and the Fixed Rate Payer shall not be obligated to pay any FRA Amount in respect of that Calculation Period. If the FRA Amount for any Calculation Period is negative, the Fixed Rate Payer shall pay to the Floating Rate Payer the absolute value of the FRA Amount on the Payment Date in respect of that Calculation Period and the Floating Rate Payer shall not be obligated to pay any FRA Amount in respect of that Calculation Period.

(c) "Discount Rate" means (i) if a rate is specified as such, the rate so specified, expressed as a decimal, (ii) if a Discount Rate is not specified and "Discounting" is specified to be applicable to the Swap Transaction, the Fixed Rate or Floating Rate used to calculate the amount being discounted, or (iii) if a Discount Rate is not specified and "FRA Discounting" is specified to be applicable to the Swap Transaction, the Floating Rate for that Calculation Period plus or minus the Spread.

(d) "Discount Rate Day Count Fraction" means (i) if a Discount Rate Day Count Fraction is specified as such in the Confirmation, the Day Count Fraction so specified, (ii) if a Discount Rate Day Count Fraction is not specified and "Discounting" is specified to be applicable to the Swap Transaction, the Day Count Fraction used to calculate the amount being discounted or (iii) if a Discount Rate Day Count Fraction is not specified and "FRA Discounting" is specified to be applicable to the Swap Transaction, the Floating Rate Day Count Fraction.

# ARTICLE 10

## PAYMENTS

**Section 10.1. Relating Payments to Calculation Periods.** Unless otherwise provided for a Swap Transaction or a party, (a) where the Fixed Amount or Floating Amount is calculated by reference to a Calculation Period, 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 and (b) a Discounted Amount applicable to a Payment Date will be the Discounted Amount calculated with reference to the Calculation Period commencing on, and including, the Period End Date that is (or is closest in time to) that Payment Date or, in the case of the initial Calculation Period, commencing on, and including, the Effective Date.

Exhibit I
to 1991 ISDA Definitions

**Introduction, Standard Paragraphs and Closing for a
Letter Agreement or Telex Confirming a Swap Transaction**

*Heading for Letter*

**[Letterhead of Party A]**

**[Date]**

**Swap Transaction**

**[Name and Address of Party B]**

*Heading for Telex*

**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 confirm 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 1991 ISDA 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], as amended and supplemented from time to time (the "Agreement"), between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

     [INSERT RELEVANT ADDITIONAL PROVISIONS FROM EXHIBITS II-A THROUGH II-G.]

     [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 Party A:

          Account for payments in [first currency]:

          Account for payments in [second currency]:

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Payments to Party B:

    Account for payments in [first currency]:

    Account for payments in [second currency]:

[5. Offices

  (a)   The Office of Party A for the Swap Transaction is          ; and

  (b)   The Office of Party B for the Swap Transaction is          .]

[6. Broker/Arranger:]

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*Closing for Letter*

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 or by sending to us a letter or telex substantially similar to this letter, which letter or telex sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates agreement to those terms.

Yours sincerely,

[PARTY A]

By:_____

    Name:

    Title:

Confirmed as of the
date first above written:

[PARTY B]

By:_____

    Name:

    Title:

*Closing for Telex*

Please confirm that the foregoing correctly sets forth the terms of our agreement by sending to us a letter or telex substantially similar to this telex, which letter or telex sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates agreement to those terms, or by sending to us a return telex 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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Exhibit II-A
to 1991 ISDA Definitions

**Additional Provisions for a
Confirmation of a Swap Transaction that is a
Rate Swap Transaction or Cross-Currency Rate Swap Transaction**


[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

[Notional Amount:]

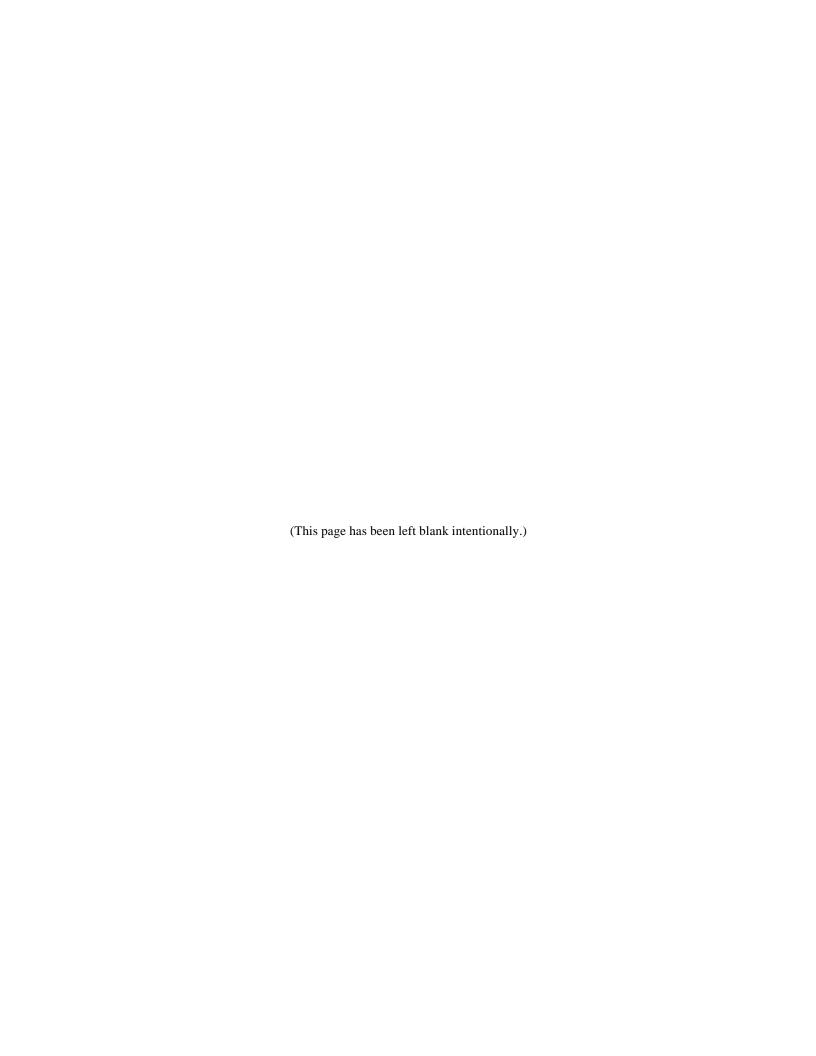Trade Date:

Effective Date:

Termination Date:                     [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention]*

Fixed Amounts:

    Fixed Rate Payer:                     [Party A/B]

    [Fixed Rate Payer Currency Amount:]

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

    [Floating Rate for initial Calculation Period:]

    Floating Rate Option:

    Designated Maturity:

    Spread:                     [Plus/Minus      %] [None]

    Floating Rate Day Count Fraction:

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   * If the parties want to provide that the Termination Date will be adjusted in accordance with a Business Day Convention (and, accordingly, that the final Calculation Period will be shortened or lengthened), the appropriate Business Day Convention must be specified.

   ** Bracketed language is not necessary if Payment Dates and Period End Dates are to be adjusted in accordance with the Modified Following Business Day Convention, as provided in the 1991 ISDA Definitions.

Reset Dates: [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention]***

[Rate Cut-off Dates:]

[Method of Averaging:] [Unweighted/Weighted Average]

Compounding: [Applicable/Inapplicable]

[Compounding Dates:]

[Discounting:

Discount Rate:

Discount Rate Day Count Fraction:]

[Initial Exchange:

Initial Exchange Date: [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention]†

Party A Initial Exchange Amount:

Party B Initial Exchange Amount:]

[Final Exchange:

Final Exchange Date: [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention]†

Party A Final Exchange Amount:

Party B Final Exchange Amount:]

[Business Days for [first currency]:]

[Business Days for [second currency]:]

[Business Day Convention: [Following/Modified Following/ Preceding]]††

Calculation Agent:

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*** Bracketed language is not necessary if Reset Dates are to be adjusted in accordance with the Business Day Convention applicable to Payment Dates.

† Bracketed language is not necessary if this date is to be adjusted in accordance with the Modified Following Business Day Convention, as provided in the 1991 ISDA Definitions.

†† If a Business Day Convention is to apply to all dates that are stated in the 1991 ISDA Definitions to be adjusted in accordance with the applicable Business Day Convention, that Business Day Convention can be specified here.

Exhibit II-B
to 1991 ISDA Definitions

**Additional Provisions for a**
**Confirmation of a Swap Transaction that is a Rate Cap Transaction,**
**Rate Floor Transaction or Rate Collar Transaction**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

Notional Amount:

Trade Date:

Effective Date:

Termination Date: [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention]*

Fixed Amounts:**

    Fixed Rate Payer: [Party A/B]

    Fixed Rate Payer Payment Date(s): [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention]***

    Fixed Amount:

Floating Amounts:

    Floating Rate Payer: [Party B/A]

    [[Cap/Floor] Rate:] %

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

    [Floating Rate for initial Calculation Period:]

    Floating Rate Option:

    Designated Maturity:

    Floating Rate Day Count Fraction:

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  * If the parties want to provide that the Termination Date will be adjusted in accordance with a Business Day Convention (and, accordingly, that the final Calculation Period will be shortened or lengthened), the appropriate Business Day Convention must be specified.

  ** For a rate collar transaction there would be no Fixed Amounts or Fixed Rate Payer. Instead, one party would pay a Floating Amount based on a cap rate and the other party would pay a Floating Amount based on a floor rate. Separate Floating Amount provisions would need to be included for each party.

  *** Bracketed language is not necessary if Payment Dates and Period End Dates are to be adjusted in accordance with the Modified Following Business Day Convention, as provided in the 1991 ISDA Definitions.

Reset Dates: [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention] †

[Rate Cut-off Dates:]

[Method of Averaging:] [Unweighted/Weighted Average]

Compounding: [Applicable/Inapplicable]

[Compounding Dates:]

[Discounting:

Discount Rate:

Discount Rate Day Count Fraction:]

[Business Days for [first currency]:]

[Business Days for [second currency]:]

[Business Day Convention: [Following/Modified Following/ Preceding]] ††

Calculation Agent:

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† Bracketed language is not necessary if Reset Dates are to be adjusted in accordance with the Business Day Convention applicable to Payment Dates.

†† If a Business Day Convention is to apply to all dates that are stated in the 1991 ISDA Definitions to be adjusted in accordance with the applicable Business Day Convention, that Business Day Convention can be specified here.

Exhibit II-C
to 1991 ISDA Definitions

**Additional Provisions for a
Confirmation of a Swap Transaction that is a
Forward Foreign Exchange Transaction**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

Trade Date:

Final Exchange Date(s):                                          [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention]*

Party A Final Exchange Amount(s):

Party B Final Exchange Amount(s):

[Business Days for [first currency]:]

[Business Days for [second currency]:]

[Calculation Agent:]

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\* Bracketed language is not necessary if Final Exchange Dates are to be adjusted in accordance with the Modified Following Business Day Convention, as provided in the 1991 ISDA Definitions.

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Exhibit II-D
to 1991 ISDA Definitions

**Additional Provisions for a
Confirmation of a Swap Transaction that is a Commodity Swap**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

Notional [Quantity/Amount]: [Specify amount in relevant units of commodity (*e.g.*, barrels)/See Note 2 below]

Trade Date:

Effective Date:

Termination Date: [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention]*

Fixed Amounts:

    Fixed [Rate/Price] Payer: [Party A/B]

    Fixed [Rate/Price] Payer Payment Dates: [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention]**

    Fixed Amount [or Fixed [Rate/Price]]:

Floating Amounts:

    Floating [Rate/Price] Payer: [Party B/A]

    Floating [Rate/Price] Payer Payment Dates: [, subject to adjustment in accordance with the [Following/Modified Following/ Preceding] Business Day Convention]**

    [Floating [Rate/Price] Payer Period End Dates:] [, subject to adjustment in accordance with the [Following/Modified Following/ Preceding] Business Day Convention]**

    Floating Rate Option: [Refer to Price Option defined in the 1991 ISDA Definitions or specify means for determination]

    [Contract Month:]

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*If the parties want to provide that the Termination Date will be adjusted in accordance with a Business Day Convention (and, accordingly, that the final Calculation Period will be shortened or lengthened), the appropriate Business Day Convention must be specified.

**Bracketed language is not necessary if Payment Dates and/or Period End Dates are to be adjusted in accordance with the Modified Following Business Day Convention, as provided in the 1991 ISDA Definitions.

Reset Dates: [Specify date, or means for determining date, on which floating price will be determined] [Each Business Day during the Calculation Period]

[Method of Averaging:] [Unweighted/Weighted Average]

[Exchange, in addition to any relevant Exchanges specified in the 1991 ISDA Definitions:]

[Market Disruption Event, in addition to or instead of those specified in Section 7.4(m) of the 1991 ISDA Definitions:]

[Business Day Convention: [Following/Modified Following/ Preceding]]***

Calculation Agent:

NOTES:

1. Certain of the stock indices defined in Section 7.2 of the 1991 ISDA Definitions, such as the DAX, are adjusted periodically for all types of dividends paid, and extraordinary distributions made, on or with respect to the securities included in that index. The effect of these adjustments is to replicate the economic gain or loss of holding the securities included within that index. Other indices, such as the S&P 500, Nikkei 225 and FT-SE 100, are adjusted periodically to reflect stock dividends, stock splits and other extraordinary distributions, but are not adjusted for cash dividends. Where parties wish to provide for the adjustment of one of these stock indices to reflect the cash dividend stream of the underlying securities, they should specify in their Confirmations a means for making such adjustment.

2. The Notional Amount for a Swap Transaction where the Floating Rate Option is defined by reference to one of the stock indices defined in Sections 7.2(a) through (f) of the 1991 ISDA Definitions, or by reference to another stock index not defined in the 1991 ISDA Definitions, will generally equal a notional price per unit of the relevant index on the Effective Date or the Trade Date. This notional price should be calculated by dividing a specific amount of a currency which the parties wish to hedge by the value of the relevant index on the Effective Date or the Trade Date. The Fixed Amount or Floating Amount can then be calculated by reference to this Notional Amount and the value of the stock index as of the Reset Date. For example, assume the parties wish to hedge $1 million and choose the S&P 500 as the Price Option and the value of the S&P 500 is 500, which yields a Notional Amount of $2,000. If the S&P 500 has a value of greater than 500 on the Reset Date, for example 600, the net result will be a payment from the Floating Rate Payer to the Fixed Rate Payer equal to $200,000. If, on the other hand, the value of the S&P 500 is less than 500 on the Reset Date, for example 450, the Fixed Rate Payer will pay the Floating Rate Payer $100,000.

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***If a Business Day Convention is to apply to all dates that are stated in the 1991 ISDA Definitions to be adjusted in accordance with the applicable Business Day Convention, that Business Day Convention can be specified here.

Exhibit II-E
to 1991 ISDA Definitions

**Additional Provisions for a
Confirmation of a Swap Transaction
that is a Forward Rate Agreement**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

Notional Amount:

Trade Date:

Effective Date:

Termination Date:                                [, subject to adjustment in accordance with the [Following/Modified Following/ Preceding] Business Day Convention]*

Fixed Rate Payer:          [Party A/B]

Fixed Rate:

Floating Rate Payer:      [Party B/A]

Payment Date(s):          [     ] Business Days following each Reset Date [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention]**

Floating Rate Option:

Designated Maturity:

Spread:                    [Plus/Minus    %] [None]

Floating Rate Day Count Fraction:

Reset Dates:                                  [, subject to adjustment in accordance with the [Following/Modified Following/ Preceding] Business Day Convention]***

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   *If the parties want to provide that the Termination Date will be adjusted in accordance with a Business Day Convention (and, accordingly, that the final Calculation Period will be shortened or lengthened), the appropriate Business Day Convention must be specified.

  **Bracketed language is not necessary if Payment Dates and Period End Dates are to be adjusted in accordance with the Modified Following Business Day Convention, as provided in the 1991 ISDA Definitions.

  ***Bracketed language is not necessary if Reset Dates are to be adjusted in accordance with the Business Day Convention applicable to Payment Dates.

FRA Discounting:                               Applicable

    [Discount Rate:]†

    [Discount Rate Day Count Fraction:]†

[Business Day Convention:                       [Following/Modified Following/
                                                                 Preceding]]††

Calculation Agent:

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† If the Discount Rate and the Discount Rate Day Count Fraction are to be the Floating Rate and Floating Rate Day Count Fraction, respectively, these terms need not be separately defined.

†† If a Business Day Convention is to apply to all dates that are stated in the 1991 ISDA Definitions to be adjusted in accordance with the applicable Business Day Convention, that Business Day Convention can be specified here.

Exhibit II-F
to 1991 ISDA Definitions

**Additional Provisions for a Confirmation of a Swap Transaction that is an Option**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

2. The particular Swap Transaction to which this Confirmation relates is an Option, the terms of which are as follows:

Trade Date:

| | |
|---|---|
| Seller: | [Party A/B] |
| Buyer: | [Party B/A] |
| [Premium:] | [          ] [payable in [          ] [equal] installments on each Premium Payment Date] [as follows:          ] |
| [Premium Payment Date[s]:] | [Specify date or dates] |
| [Physical Settlement: | Applicable] |
| [Cash Settlement Provisions:] | |
| [Cash Settlement: | Applicable] |
| [Cash Settlement Payment Date:] | [The [first] [          ] Business Day next following the [date the right or rights granted pursuant hereto are exercised] [earlier of (i) the date the right or rights granted pursuant hereto are exercised and (ii) the day on which the Notice of Exercise is effective]] |
| [Cash Settlement Amount:] | [Specify means for determination] |
| [Optional Termination Provisions:] | |
| [Optional Termination: | Applicable] |
| [Optional Termination Date:] | [Specify date or means for determination, including whether date specified must be prior to the specified Termination Date] |
| Procedure for Exercise: | |
| Exercise Terms: | [Identify terms Buyer is required to specify in Notice of Exercise] [None] |
| [Option Style: | [American/European] Option] |
| Exercise Period: | [Specify one date for a European Option or a period for American Options. Also specify times during a day that Notice of Exercise must be delivered.] |

[Written Confirmation:                  Applicable]

[Business Day Convention:          [Following/Modified Following/Preceding]]*

3. The particular terms of the [Underlying/Related] Swap Transaction to which the Option relates are as follows:

[Include provisions from the relevant form of Confirmation for the type of Swap Transaction to which the Option relates, as set forth in Exhibits II-A through II-E.]

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*If a Business Day Convention is to apply to all dates that are stated in the 1991 ISDA Definitions to be adjusted in accordance with the applicable Business Day Convention, that Business Day Convention can be specified here.

Exhibit II-G
to 1991 ISDA Definitions

**Additional Provisions for a Confirmation of a
Swap Transaction that is a Currency Option**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

2. The particular Swap Traasaction to which this Confirmation relates is an Option, the terms of which are as follows:

Trade Date:

Seller:                                             [Party A/B]

Buyer:                                              [Party B/A]

Option Style:                                       [American/European]

Option Type:                                        [Put/Call]

Put Currency and Put Amount:

Call Currency and Call Amount:

Strike Price:

Expiration Date:

Expiration Time:

Expiration Settlement Date:

[Premium:]                                          [         ] [payable in [          ] [equal]
[Price:]                                            installments on each Premium Payment
                                                    Date] [as follows:          ]

[Premium Payment Date[s]:]                          [Specify date or dates]

Procedure for Exercise:

   Exercise Terms:                              [Identify terms Buyer is required to specify
                                                    in Notice of Exercise]
                                                    [None]

   Exercise Period:                             [Specify one date for a European Option or
                                                    a period for American Options. Also specify
                                                    times during a day that Notice of Exercise
                                                    must be delivered.]

   [Written Confirmation:                       Applicable]

[Business Day Convention:                           [Following/Modified Following/Preceding]]*

[Business Days for [Put Currency]:]

[Business Days for [Call Currency]:]

[Calculation Agent:]

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*If a Business Day Convention is to apply to all dates that are stated in the 1991 ISDA Definitions to be adjusted in accordance with the applicable Business Day Convention, that Business Day Convention can be specified here.

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Exhibit III
to 1991 ISDA Definitions

**Definitions of Specific Terms for Certain
French Franc Floating Rate Options**

When one of the following Floating Rate Options is specified in a Confirmation in respect of any Swap Transaction, the terms specified shall have the meanings indicated for that Swap Transaction:

### A. FRF-TAM-CDC and FRF-T4M-CDC-COMPOUND

"Effective Date" means (i) if the Trade Date occurs during the first fourteen days (inclusive) of a calendar month, the first day of such calendar month, or (ii) in any other case, the first day of the calendar month immediately following the Trade Date.

"Reset Date" means (i) in respect of the initial Calculation Period, the first Paris Banking Day of the month that is twelve calendar months after the month of the Effective Date and (ii) in respect of each subsequent Calculation Period, the first Paris Banking Day of the month that is twelve calendar months after the month of the preceding Reset Date.

"Calculation Period" means (i) in respect of the initial Calculation Period, the period from and including the Effective Date to but excluding the first day of the month that is twelve calendar months after the month of the Effective Date and (ii) for each subsequent Calculation Period, the period from and including the first day of the last month of the preceding Calculation Period to but excluding the first day of the month that is twelve calendar months after the first month of such Calculation Period.

"Payment Date" means the first Paris Banking Day following a Reset Date.

"Termination Date" means the final Payment Date.

### B. FRF-T4M-CDC and FRF-TMP-CDC-AVERAGE.

"Effective Date" means (i) if the Trade Date occurs during the first fourteen days (inclusive) of a calendar month, the first day of such calendar month, or (ii) in any other case, the first day of the calendar month immediately following the Trade Date.

"Reset Date" means (i) in respect of the initial Calculation Period, the first Paris Banking Day of the month that is one calendar month after the month of the Effective Date and (ii) in respect of each subsequent Calculation Period, the first Paris Banking Day of each month during the Term of the Swap Transaction.

"Calculation Period" means, in respect of the initial Calculation Period, the period from and including the Effective Date to but excluding the first day of the calendar month immediately following the Effective Date and (ii) for each subsequent Calculation Period, the period from and including the last day of the preceding Calculation Period to but excluding the first day of the calendar month immediately following such last day.

"Payment Date" means the first Paris Banking Day following a Reset Date.

"Termination Date" means the final Payment Date.

### C. FRF-TAG-CDC and FRF-TAG-CDC-COMPOUND

"Reset Date" means (i) in respect of the initial Calculation period, the first Paris Banking Day following the day that numerically corresponds to the day of the Effective Date, after a period of the Designated Maturity and (ii) in respect of each subsequent Calculation Period, the first Paris

Banking Day following the day that numerically corresponds to the day of the Effective Date, in the month after a period of the Designated Maturity following the preceding Reset Date, except that, if there is not any such numerically corresponding day in the calendar month in which the Reset Date should occur, the Reset Date will be the last Paris Banking Day in that month.

"Compounding Date" means each Paris Banking Day following the day that numerically corresponds to the day of the Effective Date during the Term of a Swap Transaction, except that, if there is not any such numerically corresponding day in the calendar month in which the Compounding Date should occur, the Compounding Date will be the last Paris Banking Day in that month.

"Calculation Period" means (i) in respect of the initial Calculation Period, the period from and including the Effective Date to but excluding the first Reset Date of a Swap Transaction and (ii) for each subsequent Calculation Period, the period from and including a Reset Date to but excluding the next succeeding Reset Date of a Swap Transaction.

"Payment Date" means the first Paris Banking Day following a Reset Date.

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