

(5 May 2009)

**MASTER AGREEMENT
FOR FINANCIAL TRANSACTIONS**

**PRODUCT ANNEX
FOR
DEPOSITS AND LOANS**

Edition [] 2009

This Annex supplements the General Provisions which form part of any Master Agreement for Financial Transactions based on the form published by the Banking Federation of the European Union.

1. Purpose, Applicability

(1) *Purpose.* The purpose of this Annex (“Deposit and Lending Annex”) is to govern Transactions (“Deposits” and “Loans”) in which one party (the “Lender”) deposits or lends to the other (the “Borrower”) a specific amount of money (the “Deposited or Lent Amount”) for a determined or initially undetermined period of time. Any reference in this Annex to a Transaction shall be construed as a reference to a Deposit or a Loan.

(2) *Applicability.* If this Annex forms part of a Master Agreement between any two parties, such Master Agreement (including this Annex) shall apply to any Deposit or Loan between such parties which is to be conducted by each party through a Booking Office specified in such Master Agreement in respect of Deposits and Loans and which either (a) has been entered into subject to the terms of such Master Agreement or (b) is a type of Deposit or Loan specified in the Special Provisions as being a type of Deposit or Loan to which this Annex shall apply.

2. Other Documentation

If the parties have, in the Special Provisions, a Confirmation or otherwise incorporated into the terms of a Deposit or Loan (a) the general business conditions of one party or (b) a Market Standard

Documentation, in whole or in part, such general business conditions or Market Standard Documentation (or parts thereof) so incorporated shall apply to such Deposit or Loan and, in the event of any conflict, prevail over Sections 3 and 4 of this Annex. For the avoidance of doubt, the terms of such general business conditions or Market Standard Documentation shall, unless the parties have agreed otherwise, be construed in accordance with the law agreed by the parties in Section 4 of the Special Provisions to govern the Master Agreement. “Market Standard Documentation” means a documentation (including, but not be limited to, any documentation published by a member association of the EBF or by an industry association) which sets out for different types of Transactions the terms and technical characteristics relating to such Transactions and which may include one or more definitions, lists of definitions, addenda (including, but not limited to, samples of Confirmation) or provisions for use in connection with other market standard master agreements.

3. Payments and Repayments

(1) *Initial Payment.* On the date agreed for the payment of the Deposited or Lent Amount (the “Payment Date”), the Lender shall pay the Deposited or Lent Amount to the Borrower.

(2) *Repayment.* On the date agreed for the repayment of the Deposited or Lent Amount (the “Repayment Date”), the Borrower shall repay to the Lender an amount of money in the same currency and amount as the Deposited or Lent Amount.

(3) Interpretation. Any reference in this Annex to the Deposited or Lent Amount in the context of the repayment thereof, shall be construed so as to mean a reference to an amount of money in the same currency and amount as such Deposited or Lent Amount.

(4) On Demand Transactions. The parties may agree that Loans or Deposits are terminable on demand, in which case the Repayment Date shall be the date specified in the demand notice sent by one party to the other, provided that the period between the taking effect of such notice and the Repayment Date so specified shall be no less than the minimum period customarily required for the payment of amounts in the relevant currency. In the absence of a demand notice, the Repayment Date for a Loan or Deposit terminable on demand shall be the day which falls 364 days after the Payment Date.

(5) Late Payments.

(a) Failure by Lender. If the Lender fails to pay the Deposited or Lent Amount on the applicable Payment Date, the Borrower may, at any time while such failure continues:

(i) require the Lender to pay to the Borrower an amount equal to the excess, if any, of the Borrower's Alternative Borrowing Cost over the pro rata portion of the Interest attributable to the period of delay, each calculated for the period from (and including) the Payment Date to (but excluding) the earlier of the date on which the Deposited or Lent Amount is paid to the Borrower and the Repayment Date (which in the case of a Transaction terminable on demand shall be deemed to be the earliest date on which the Deposited or Lent Amount would be required to be repaid following a demand by the Lender); "Alternative Borrowing Cost" of a party means the cost (including fees and expenses), as determined by such party, which such party has or would have reasonably incurred in borrowing the Deposited or Lent Amount in the market for the relevant period; and

(ii) if the parties have not agreed on measures to promptly remedy the failure, give notice to the Lender that the Repayment Date shall be advanced so as to occur immediately, whereupon the obligations of the parties to pay and repay the Deposited or Lent Amount shall cease and no payments shall be due between them other than, if applicable, pursuant to (i).

(b) Failure by Borrower. If the Borrower fails to repay the Deposited or Lent Amount on the applicable Repayment Date, the Lender may, at any time while such failure continues, require the Borrower to pay to the Lender an amount equal to the higher of (a) the Lender's Alternative Borrowing Cost, (b) the Interest and (c) the interest provided for in Section 3(5) of the General Provisions, each calculated for the period from (and including) the Repayment Date to (but excluding) the date of actual repayment of the Deposited or Lent Amount.

(c) Partial Payments. If the Lender or the Borrower pays or repays only part, but not all, of the Deposited or Lent Amount on the date specified in (a) or (b), respectively, the respective other party may, at its option, either accept such payment and exercise its right under those paragraphs with respect to the residual unpaid Deposited or Lent Amount or decline such acceptance and exercise its right with respect to the whole Deposited or Lent Amount.

(d) Remedies. Beyond the remedies provided in this subsection 5, neither party shall in the event of any failure by the other party to pay or repay all or part of the Deposited or Lent Amount, be entitled to recover any additional damage as a consequence of such failure. The Non-Defaulting Party's right to terminate all outstanding Transactions pursuant to Section 6(1) or (2) of the General Provisions and to calculate Transaction Values in respect of all Deposits or Loans so terminated, shall remain unaffected.

4. Interest

(1) Interest Payments. On each Interest Payment Date, the Borrower shall pay to the Lender for each Deposit or Loan interest (the "Interest"). "Interest Payment Date" means, subject to any adjustments in accordance with Section 3(6) of the General Provisions, each date agreed between the parties upon which Interests shall be paid in respect of a Deposit or Loan, and failing such agreement, the first day of each calendar month within the Calculation Period.

(2) Calculation of Interest. The Interest payable on a Interest Payment Date is the amount equal to the product of (i) the Deposited or Lent Amount, (ii) the Interest Rate and (iii) the Day Count Fraction.

(3) Interest Rate. "Interest Rate" means the interest rate expressed as a decimal figure equal to a per annum rate agreed by the parties in respect of the relevant Interest Payment Date or the Calculation Period relating to that Interest Payment Date, or, failing such agreement, if the parties agreed to a specified Floating Rate Option and a Reset Date in respect of the relevant Interest Payment Date or the Calculation Period relating to that Interest Payment Date, the Settlement Interest Rate on that Reset. "Settlement Interest Rate" means the interest rate expressed as a decimal figure equal to a per annum rate as determined on or in respect of the relevant Reset Date on the basis of the interest rate (i) quoted through and obtained from the Price Source specified in the agreed Floating Rate Option or, failing such agreement, (ii) determined by the Calculation Agent. "Floating Rate Option" means the interest rate agreed by the parties by reference to the publication, screen or web page of an information vendor or any other price source (the "Price Source"). "Reset Date" means, subject to adjustments in accordance with Section 3(6) of the General Provisions, each day (i) agreed as such by the parties in respect of the relevant Deposit or Loan or (ii) determined by applying the

agreed Floating Rate Option, subject to the provisions of paragraph 8 below.

(4) Determination of the Settlement Interest Rate. Where the Interest Rate is to be determined by reference to a specified Floating Rate Option, the Calculation Agent shall notify the other party or, as the case may be, each party the Settlement Interest Rate and the Floating Rate calculated therefrom on the Reset Date or promptly thereafter. If on a Reset Date a Price Source Disruption Event occurs and the Calculation Agent determines that such event is material, the Reset Date shall be postponed to the first succeeding Business Day on which there is no Price Source Disruption Event, unless there is a Price Source Disruption Event relating to the relevant Floating Rate Option on each of the five Business Days immediately following the Reset Date, in which case such fifth Business Day shall be deemed to be the Reset Date and the Calculation Agent shall determine the Settlement Interest Rate on that fifth Business Day.

(5) Price Source Disruption and Price Source Conversion. “Price Source Disruption Event” means any failure of the relevant Price Source to announce, display or publish the interest rate for the relevant Floating Rate Option or any other information necessary for determining the interest rate or a temporary or permanent discontinuance or unavailability of the Price Source. If the relevant Price Source has ceased to announce, display or publish the interest rate for the relevant Floating Rate Option and (i) if an alternative price source (the “Successor Price Source”) has been agreed by the parties for the relevant Transaction or, failing such agreement, (ii) if a Successor Price Source is officially designated in the information vendor’s publication, screen or web page or by the sponsor of the Floating Rate Option, the Calculation Agent will determine the Settlement Interest Rate by reference to that Successor Price Source. If no such Successor Price Source has been agreed or designated, the Calculation Agent will determine the Settlement Interest Rate by reference to a new Floating Rate Option agreed by the parties.

(6) Day Count Fraction. “Day Count Fraction” means, as elected by the parties in respect of calculating the Interest:

(a) “Actual/360” means the fraction whose numerator is the actual number of days elapsed during the Calculation Period and whose denominator is 360.

(b) “Actual/365” means the fraction whose numerator is the actual number of days elapsed during the Calculation Period and whose denominator is 365 or 366 in the case of a leap year. If part of the Calculation Period should fall in a leap year, Actual/365 shall mean the sum of (i) the fraction whose numerator is the actual number of days elapsed during the non-leap year and whose denominator is 365 and (ii) the fraction whose numerator is the number of actual days elapsed during the leap year and whose denominator is 366.

(c) “Actual/Fixed 365” means the fraction whose numerator is the actual number of days elapsed

during the Calculation Period and whose denominator is 365.

(d) “365/365 (German Master)” means the fraction whose numerator is the number of days elapsed during the Calculation Period and whose denominator is 365 or 366 in the case of a leap year.

(e) “Actual/Actual AFB/BBF Master Agreement)” means the fraction whose numerator is the actual number of days elapsed during the Calculation Period and whose denominator is 365 (or 366 if 29 February falls within the Calculation Period or Compounding Period). If the Calculation Period is a term of more than one year, the basis shall be calculated as follows: (i) the number of complete years shall be counted back from the last day of the Calculation Period and (ii) this number shall be increased by the fraction for the relevant period calculated as shown above. Failing either of elections, the applicable Day Count Fraction is “30/360”.

(7) Calculation Period. “Calculation Period” means each period beginning with (and including) the Payment Date (or, if later, the date of actual payment of the Deposited or Lent Amount to the Borrower) or a Reset Date and ending with (but excluding) the next following Reset Date or the Repayment Date (or, if later, the date of actual return of the Deposited or Lent Amount to the Lender).

5. Transaction Value

For purposes of calculating the Final Settlement Amount (Section 7 of the General Provisions), “Transaction Value” means with respect to any Deposit or Loan the loss incurred (expressed as a positive number) or gain realized (expressed as a negative number) by the Calculation Party as a result of the termination of such Deposit or Loan, including the Break Cost. “Break Costs” means, in respect of Deposits or Loans that are not terminable on demand, (i) the amount of interest which the Lender would have earned in respect of the Deposited or Lent Amount during the period beginning with (and including) the Termination Date and ending (but excluding) the Repayment Date less (ii) the amount of interest which the Lender would earn in borrowing the Deposited or Lent Amount for such period in the market. For the avoidance of doubt and for the purposes of this Annex only, the loss incurred by the Calculation Party shall be deemed to be the amount due to be repaid, if any, by the other party in respect of a Deposit or Loan and the gain realized by the Calculation Party shall be deemed to be the amount due to be repaid, if any, by the Calculation Party.

6. Margin Provisions

Any obligation of the parties to transfer cash or Securities as Margin under certain circumstances shall be performed in accordance with the provisions of the applicable Margin Maintenance Annex published by the EBF, or with any other rules to be separately agreed.