

TERMINATION AGREEMENT

This termination agreement ("**Amendment Agreement**") is made between Party A and Party B on the Date of Agreement (as each term is set out in Part I the Schedule).

RECITALS:

- (A) The Parties have entered into an ISDA Master Agreement on the Date of Master Agreement specified in Part I of the Schedule (the "**Master Agreement**") and a number of swap transactions pursuant to the Master Agreement ("**Transactions**" and each a "**Transaction**") more particularly listed in Part II of the Schedule.
- (B) The Parties wish to terminate the Master Agreement and/or some or all of the Transactions ("**Terminated Transactions**") in accordance with the terms of this Termination Agreement specified in Part III of the Schedule.

It is hereby agreed as follows:

- 1. Unless otherwise defined herein, capitalised terms used herein have the meanings specified in the Master Agreement and confirmations relating to the Transactions ("**Confirmations**").
- 2.
 - (a) The Parties agree that the termination of the Master Agreement (if "Termination of Master Agreement" is specified to be applicable" in Part III of the Schedule) and/or the Terminated Transactions pursuant to Part III of the Schedule shall be effective from the Date of Agreement or, if specified in Part III of the Schedule, the Alternative Effective Date (such a date, the "**Termination Date**").
 - (b) The Cancellation Fee Payer shall pay to the other party the Cancellation Fee (if specified) on the Termination Date and, unless otherwise agreed, each Party shall make any payment scheduled to be paid by it on the Termination Date ("**Scheduled Payments**").
 - (c) Subject to the payment of the Cancellation Fee (if specified) and Scheduled Payments, each Party shall be released and discharged of all rights, duties, claims and obligations of such Party under the Terminated Transactions and, if "Termination of Master Agreement" is specified to be applicable in Schedule III, the Master Agreement, from the Termination Date.

3. Unless as terminated hereby, the Master Agreement and the Transactions are unaffected and shall continue to be in full force and effect and shall be binding upon the Parties in accordance with their respective terms.
4. Each Party represents and warrants that:
 - (a) the representations and warranties of such Party contained in the Master Agreement, are true and repeated by it on and as of the Date of Agreement; and
 - (b) the execution, delivery and performance by such party of this Termination Agreement are within such party's corporate power and have been duly authorised by all necessary corporate action, and this Termination Agreement constitutes the legal, valid and binding obligation of such party in accordance with its terms.
5. This Termination Agreement may be executed in counterparts by the Parties, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.
6. This Termination Agreement shall be construed in accordance with and be governed by the governing law of the Master Agreement.

IN WITNESS whereof the parties have caused this Termination Agreement to be duly executed.

SIGNED on behalf of

Party A:

SIGNED on behalf of

Party B:
