



**From:**  
Commerzbank AG  
(the "Remaining Party")

**To:**  
ISDA Europe Customer A  
(the "Transferee")  
Fax: <>

**And**  
  
ISDA Europe Customer B  
(the "Transferor")  
Fax: <>

Commerzbank AG London Branch

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**  
Tel +49 69 713-69338  
Fax +49 69 713-22390  
**Service Hotline Payments**  
Tel +49 69 713-63664  
Fax +49 69 713-22392

**postal address:**  
Commerzbank AG  
GS-MO Derivatives Process Delivery  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

bank code 50080000  
S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main, <todaydate>

### Novation Confirmation

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Novation Transaction entered into between the parties and effective from the Novation Date specified below. This Novation Confirmation constitutes a "Confirmation" as referred to in the New Agreement specified below.

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

Novation Trade Date: <NovationTradeDate>  
Novation Date: <NovationDate>  
Novated Amount: <CCY> <RemainingNotionalAmount>  
Transferor: ISDA Europe Customer B  
Transferee: ISDA Europe Customer A  
Remaining Party: Commerzbank AG, Frankfurt am Main  
New Agreement between  
Transferee and Remaining Party: ISDA Master Agreement dated as of <MasterAgreementDate>  
<(originally executed with Dresdner Bank AG)>,

#### 3. The terms of the Old Transaction to which this Novation Confirmation relates, for identification purposes, are as follows:

Transferee Ref. No.: DRAFT01  
Reference Entity: <ReferenceEntity>  
Scheduled Termination Date of  
Old Transaction: <TerminationDate>  
Floating Rate Payer Calculation  
Amount of Old Transaction: <CCY> <NotionalAmount>

#### 4. The terms of the New Transaction to which this Novation Confirmation relates shall be as specified in the New Confirmation attached hereto as Exhibit A.

Full First Calculation Period: Applicable, commencing on <dd-mm-yyy>

**5. Other Provisions:** None

**6. Miscellaneous:**

Non-Reliance: Applicable

The parties confirm their acceptance to be bound by this Novation Confirmation as of the Novation Date by executing a copy of this Novation Confirmation and returning it to us by facsimile to the attention of Service Hotline Documentation, Fax +49 69 713-22390. The Transferor, by its execution of a copy of this Novation Confirmation, agrees to the terms of the Novation Confirmation as it relates to the Old Transaction. The Transferee, by its execution of a copy of this Novation Confirmation, agrees to the terms of the Novation Confirmation as it relates to the New Transaction.

Commerzbank AG  
**(Remaining Party)**

ISDA Europe Customer B  
**(Transferor)**

ISDA Europe Customer A  
**(Transferee)**

**EXHIBIT A**

DRAFT



Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**

Tel +49 69 713-69338

Fax +49 69 713-22390

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ISDA Europe Customer  
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60486 Frankfurt am Main

bank code 50080000  
S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main,

**Government Bond Option Transaction**

Our Reference: CE159

Your Reference: Please advise

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Government Bond Option Transaction entered into between Commerzbank AG ("Commerzbank AG") and ISDA Europe Customer (the "Counterparty") on the Trade Date specified below (the "Government Bond Option Transaction").

The definitions and provisions contained in the 1997 ISDA Government Bond Option Definitions (as published by the International Swaps and Derivatives 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.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of, and is subject to, the ISDA Master Agreement (the "Agreement") dated as of <MasterAgreementDate>, as amended and supplemented from time to time, between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

**The terms of the Government Bond Option Transaction to which this Confirmation relates are as follows:**

**General Terms:**

Trade Date:	<TradeDate>
Option Style:	European
Option Type:	Put
Seller:	Counterparty
Buyer:	Commerzbank AG



# DRAFT

Bonds:	Rate: Type: Issuer: Maturity: CUSIP ISIN:
Number of Options:	1
Option Entitlement:	<CCY> <NotionalAmount> of nominal amount of the Bonds per Option.
Strike Price:	100.00000 %
Premium:	<CCY> <PremiumAmount>
Premium Payment Date:	<PremiumPaymentDate>
Business Days:	TARGET Settlement Day
Exchange:	Xetra
Calculation Agent:	As agreed per Master Agreement
<b>Procedure for Exercise:</b>	
Expiration Date:	<ExpirationDate>
Expiration Time:	03.30 p.m. Frankfurt am Main time
Partial Exercise:	Inapplicable



# DRAFT

Written Confirmation of Exercise: Applicable

Limited Right to Confirm Exercise: Inapplicable

Automatic Exercise: Inapplicable

Contact Details for Purpose of Giving Notice: Seller: To be advised

Buyer: Commerzbank AG

Settlement Date: The <> Business Day following the relevant Exercise Date

**Settlement Terms:**

Settlement: Cash

Valuation Time: 03.30 p.m. Frankfurt am Main time

**Account Details:**

Your Account for <CCY>: Please advise

Our Account for <CCY>:

**Offices:**

- (a) The Office of Commerzbank AG for the Swap Transaction is Frankfurt am Main; and
- (b) The Office of Counterparty for the Swap Transaction is <Location>.

**Broker/Arranger:** None

Please send us your list of Authorised Signatures in an effort to optimise our documentation procedure.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Government Bond Option Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully,

Confirmed as of the date first above written:

Commerzbank AG

ISDA Europe Customer



**D R A F T**



Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**

Tel +49 69 713-69338

Fax +49 69 713-22390

**Service Hotline Payments**

Tel +49 69 713-63664

Fax +49 69 713-22392

ISDA Europe Customer  
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Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

bank code 50080000  
S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main,

**Government Bond Option Transaction**

Our Reference: CE159

Your Reference: Please advise

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Government Bond Option Transaction entered into between Commerzbank AG ("Commerzbank AG") and ISDA Europe Customer (the "Counterparty") on the Trade Date specified below (the "Government Bond Option Transaction").

The definitions and provisions contained in the 1997 ISDA Government Bond Option Definitions (as published by the International Swaps and Derivatives 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.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of, and is subject to, the ISDA Master Agreement (the "Agreement") dated as of <MasterAgreementDate>, as amended and supplemented from time to time, between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

**The terms of the Government Bond Option Transaction to which this Confirmation relates are as follows:**

**General Terms:**

Trade Date:	<TradeDate>
Option Style:	European
Option Type:	Put
Seller:	Counterparty
Buyer:	Commerzbank AG



# DRAFT

Bonds: Rate:  
Type:  
Issuer:  
Maturity:  
CUSIP:  
ISIN:

Number of Options: 1

Option Entitlement: <CCY> <NotionalAmount> of nominal amount of the Bonds per Option.

Strike Price: 100.00000 %

Premium: <CCY> <PremiumAmount>

Premium Payment Date: <PremiumPaymentDate>

Business Days: TARGET Settlement Day

Exchange: Xetra

Calculation Agent: As agreed per Master Agreement

**Procedure for Exercise:**

Expiration Date: <ExpirationDate>

Expiration Time: 03.30 p.m. Frankfurt am Main time

Partial Exercise: Inapplicable

Written Confirmation of Exercise: Applicable

Limited Right to Confirm Exercise: Inapplicable

Automatic Exercise: Inapplicable

Contact Details for Purpose of Giving Notice:  
Seller: To be advised  
Buyer: Commerzbank AG

Settlement Terms:

Settlement: Physical

Settlement Date: The third Business Day following the relevant Exercise Date

Clearance System: To be advised upon exercise.





# DRAFT

**Account Details:**

Your Account for <CCY>: Please advise

Our Account for <CCY>:

**Offices:**

- (a) The Office of Commerzbank AG for the Swap Transaction is Frankfurt am Main; and
- (b) The Office of Counterparty for the Swap Transaction is <Location>.

**Broker/Arranger:** None

Please send us your list of Authorised Signatures in an effort to optimise our documentation procedure.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Government Bond Option Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully,

Commerzbank AG

Confirmed as of the date first above written:

ISDA Europe Customer





Commerzbank AG

GS-MO OTC-Derivatives  
**Service Hotline Documentation**  
Tel +49 69 136 83313  
Fax +49 69 795 379 357  
**Service Hotline Payments**  
Tel +49 69 136 55414  
Fax +49 69 795 379 359

ISDA Europe Customer  
ISDA Europe Customer  
Street  
Zip & City

**postal address:**

GS-MO OTC-Derivatives  
60261 Frankfurt am Main

+Fax

S.W.I.F.T.: COBADEFF

Frankfurt am Main, <date>

**Swap Transaction**

Our Reference: IR CAP

Your Reference: Please advise

**UTI:** UTI123456TEST

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between Commerzbank AG ("Commerzbank") and ISDA Europe Customer (the "Counterparty") on the Trade Date specified below (the "Swap Transaction").

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives 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.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of, and is subject to, the ISDA Master Agreement (the "Agreement") dated as of <MasterAgreementDate>, as amended and supplemented from time to time, between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

**The terms of the particular Swap Transaction (Rate Cap Transaction) to which this Confirmation relates are as follows:**

Notional Amount: <CCY> <NotionalAmount>

Trade Date: <TradeDate>

Trade Time: <TradeTime>

Effective Date: <EffectiveDate>

Termination Date: <TerminationDate>  
subject to adjustment in accordance with the Modified Following Business Day Convention for all purposes, except as otherwise stated below.

**Fixed Amounts :**

Fixed Rate Payer: Commerzbank

Fixed Rate Payer Payment Dates: <PaymentDate>, subject to adjustment in accordance with the <Following/ Modified Following/ Preceding>Business Day Convention.

Fixed Amount: <CCY> <FixedAmount>

**Floating Amounts :**

Floating Rate Payer: Counterparty

Cap Rate: <CapRate>% p.a.

Floating Rate Payer Payment Dates: Each <roll dates>, starting with <FirstPayment Date> up to, and including, the Termination Date, subject to adjustment in accordance with the <BusinessDayConvention> Business Day Convention.

Floating Rate Option : <FloatingRateOption>

Designated Maturity : <>-Months

Floating Rate Day Count Fraction: <DayCountFraction>

Reset Dates: The first day of each Calculation Period

Compounding: Inapplicable

Business Days: <BusinessDays>

Calculation Agent: As agreed per Master Agreement

**Other Provisions:** <None>

**Account Details:**

Your Account for <CCY>: <AccountDetails>

Our Account for <CCY>: <AccountDetails>

**Offices:**

- (a) The Office of Commerzbank for the Swap Transaction is Frankfurt am Main; and
- (b) The Office of Counterparty for the Swap Transaction is <Location>.

**Broker/Arranger:** <Broker>

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully,

**Commerzbank AG**

Confirmed as of the date first above written:

**ISDA Europe Customer**

**DRAFT**



Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**

Tel +49 69 713-69338

Fax +49 69 713-22390

**Service Hotline Payments**

Tel +49 69 713-63664

Fax +49 69 713-22392

ISDA Europe Customer  
ISDA Europe Customer  
Street  
Zip & City

+496971326126

**postal address:**

GS-MO Derivatives Process Delivery  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

bank code 50080000  
S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main,

**Swap Transaction**

Our Reference: CE029

Your Reference: Please advise

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between Commerzbank AG ("Commerzbank AG") and ISDA Europe Customer (the "Counterparty") on the Trade Date specified below (the "Swap Transaction").

The definitions and provisions contained in the 2006 ISDA Definitions (the "2006 Definitions"), as published by the International Swaps and Derivatives Association, Inc., and the 1998 FX and Currency Option Definitions (the "FX Definitions") as published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and the Foreign Exchange Committee (together the "Definitions"), and the Non-Deliverable Swap Transaction Standard Terms Supplement as published by ISDA (the "NDST Standard Terms Supplement") are incorporated into this Confirmation.

In the event of any inconsistency between the 2006 Definitions and the FX Definitions, the 2006 Definitions shall govern except that the FX Definitions shall govern for the purposes of the Settlement Provisions set out below. In the event of any inconsistency between the Definitions and/or the NDST Standard Terms Supplement and this Confirmation, this Confirmation will govern.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of, and is subject to, the ISDA Master Agreement (the "Agreement") dated as of <MasterAgreementDate>, as amended and supplemented from time to time, between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

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

Trade Date: <TradeDate>

Effective Date: <EffectiveDate>

Termination Date: <TerminationDate>  
subject to adjustment in accordance with the Modified Following Business Day Convention.

**Fixed Amounts:**

Fixed Rate Payer: Commerzbank AG



**DRAFT**

Fixed Rate Payer Currency  
Amount:

<CNY> <NotionalAmount1>



# DRAFT

**Fixed Rate Payer Payment Dates:**

Each <>, <>, <>, <>, <>, <>, starting with >FirstPaymentDate> up to, and including, the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

Fixed Rate: <FixedRate>

Fixed Rate Day Count Fraction: <DayCountFraction>

**Floating Amounts:**

Floating Rate Payer: Counterparty

Floating Rate Payer Currency Amount: <CCY2> <NotionalAmount2>

Floating Rate Payer Payment Dates:

Each <>, <>, <>, <>, <>, <>, starting with >FirstPaymentDate> up to, and including, the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

Floating Rate Option : <FloatingRateOption>

Designated Maturity : <>-Month

Spread: None

Floating Rate Day Count Fraction: <DayCountFraction>

Reset Dates: The first day of each Calculation Period

Compounding: Inapplicable

**Initial Exchange:**

Initial Exchange Date: <EffectiveDate>

Counterparty Initial Exchange Amount: <CNY> <NotionalAmount1>

Commerzbank AG Initial Exchange Amount: <CCY2> <NotionalAmount2>

**Final Exchange:**

Final Exchange Date: <TerminationDate>  
subject to adjustment in accordance with the Modified Following Business Day Convention.

Counterparty Final Exchange Amount: <CCY2> <NotionalAmount2>

Commerzbank AG Final Exchange Amount : <CNY> <NotionalAmount1>



# DRAFT

Business Days for CNY: <BusinessDays>  
Business Days for <CCY2>: <BusinessDays>  
Calculation Agent: As agreed per Master Agreement

**Other Provisions:**

**Disruption Event Provisions:**

Additional Disruption Event Provisions  
for an Offshore Deliverable CNY  
Transaction and ISDA Offshore  
Deliverable CNY Transaction  
Disruption Fallback Matrix: Applicable

Offshore CNY Center: Hong Kong

**Account Details:**

Your Account for <CNY>: Please advise  
Our Account for <CNY>: <>  
Your Account for <CCY2>: Please advise  
Our Account for <CCY2>: <>

**Offices:**

- (a) The Office of Commerzbank AG for the Swap Transaction is <Frankfurt am Main>; and
- (b) The Office of Counterparty for the Swap Transaction is <Location>.

**Broker/Arranger:** None

Please send us your list of Authorised Signatures in an effort to optimise our documentation procedure.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully,

Commerzbank AG

Confirmed as of the date first above written:

ISDA Europe Customer





# DRAFT



Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**

Tel +49 69 713-69338  
Fax +49 69 713-22390

**Service Hotline Payments**

Tel +49 69 713-63664  
Fax +49 69 713-22392

ISDA Europe Customer  
ISDA Europe Customer  
Street  
Zip & City

+496971326126

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60486 Frankfurt am Main

bank code 50080000  
S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main,

**Swap Transaction**

Our Reference: CE029

Your Reference: Please advise

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between Commerzbank AG ("Commerzbank AG") and ISDA Europe Customer (the "Counterparty") on the Trade Date specified below (the "Swap Transaction").

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives 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.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of, and is subject to, the ISDA Master Agreement (the "Agreement") dated as of <MasterAgreementDate>, as amended and supplemented from time to time, between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

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

Trade Date: <TradeDate>

Effective Date: <EffectiveDate>

Termination Date: <TerminationDate>  
subject to adjustment in accordance with the Modified Following Business Day Convention.

**Fixed Amounts:**

Fixed Rate Payer: Commerzbank AG

Fixed Rate Payer Currency Amount: <CCY1> <NotionalAmount1>

Fixed Rate Payer Payment Dates: Each <>, <>, <>, <>, <>, <>, starting with >FirstPaymentDate> up to, and including, the Termination Date, subject to adjustment in accordance with the Modified Following



# DRAFT

Business Day Convention.

Fixed Rate: <FixedRate>

Fixed Rate Day Count Fraction: <DayCountFraction>

## Floating Amounts:

Floating Rate Payer: Counterparty

Floating Rate Payer Currency Amount: <CCY2> <NotionalAmount2>

Floating Rate Payer Payment Dates:  
Each <>, <>, <>, <>, <>, <>, starting with >FirstPaymentDate> up to, and including, the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

*Floating Rate for initial Calculation Period:* <InterestResetRate>

Floating Rate Option : <FloatingRateOption>

Designated Maturity : <>-Month

Spread: None

Floating Rate Day Count Fraction: <DayCountFraction>

Reset Dates: The first day of each Calculation Period

Compounding: Inapplicable

## Initial Exchange:

Initial Exchange Date: <EffectiveDate>

Counterparty Initial Exchange Amount: <CCY1> <NotionalAmount1>

Commerzbank AG Initial Exchange Amount: <CCY2> <NotionalAmount2>



# DRAFT

## Final Exchange:

Final Exchange Date: <TerminationDate>  
subject to adjustment in accordance with the Modified Following  
Business Day Convention.

Counterparty Final Exchange  
Amount: <CCY2> <NotionalAmount2>

Commerzbank AG Final Exchange  
Amount : <CCY1> <NotionalAmount1>

Business Days: <BusinessDays>

Calculation Agent: As agreed per Master Agreement

## Other Provisions:

### Early Termination:

In the event that, on any <Business Day> during the Observation Period (such day, the "Early Termination Date"), the EUR/USD Reference Rate is greater than 1.50, the Swap Transaction shall terminate with immediate effect, and no further amounts shall be payable between the parties hereto, either in respect of such termination, or by way of compensation for any amounts payable after the Early Termination Date, including (but without limitation) any Final Exchange Amount(s).

For the avoidance of doubt, any amounts that were due to be paid in respect of the Swap Transaction on the Early Termination Date shall, notwithstanding the occurrence of the event described in the immediately preceding paragraph, remain due and payable on such Early Termination Date.

### Account Details:

Your Account for <CCY>: Please advise

Our Account for <CCY1>: <>

Your Account for <CCY2>: Please advise

Our Account for <CCY2>: <>

### Offices:

- (a) The Office of Commerzbank AG for the Swap Transaction is <Frankfurt am Main>; and
- (b) The Office of Counterparty for the Swap Transaction is <Location>.

**Broker/Arranger:** None

Please send us your list of Authorised Signatures in an effort to optimise our documentation procedure.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully,

Confirmed as of the date first above written:



# DRAFT

Commerzbank AG

ISDA Europe Customer



# DRAFT



Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**

Tel +49 69 713-69338

Fax +49 69 713-22390

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bank code 50080000  
S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main,

**Swap Transaction**

Our Reference: CE029

Your Reference: Please advise

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between Commerzbank AG ("Commerzbank AG") and ISDA Europe Customer (the "Counterparty") on the Trade Date specified below (the "Swap Transaction").

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives 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.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of, and is subject to, the ISDA Master Agreement (the "Agreement") dated as of <MasterAgreementDate>, as amended and supplemented from time to time, between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

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

Trade Date: <TradeDate>

Effective Date: <EffectiveDate>

Termination Date: <TerminationDate>  
subject to adjustment in accordance with the Modified Following Business Day Convention.

**Fixed Amounts:**

Fixed Rate Payer: Commerzbank AG

Fixed Rate Payer Currency Amount: <CCY1> <NotionalAmount1>

Fixed Rate Payer Payment Dates: Each <>, <>, <>, <>, <>, <>, starting with >FirstPaymentDate> up to, and including, the Termination Date, subject to adjustment in accordance with the Modified Following



# DRAFT

Business Day Convention.

Fixed Rate: <FixedRate>

Fixed Rate Day Count Fraction: <DayCountFraction>

## Floating Amounts:

Floating Rate Payer: Counterparty

Floating Rate Payer Currency Amount: <CCY2> <NotionalAmount2>

Floating Rate Payer Payment Dates:

Each <>, <>, <>, <>, <>, <>, starting with >FirstPaymentDate> up to, and including, the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

*Floating Rate for initial Calculation Period:*

<InterestResetRate>

Floating Rate Option : <FloatingRateOption>

Designated Maturity : <>-Month

Spread: None

Floating Rate Day Count Fraction: <DayCountFraction>

Reset Dates: The first day of each Calculation Period

Compounding: Inapplicable

## Initial Exchange:

Initial Exchange Date: <EffectiveDate>

Counterparty Initial Exchange Amount: <CCY1> <NotionalAmount1>

Commerzbank AG Initial Exchange Amount: <CCY2> <NotionalAmount2>



# DRAFT

**Final Exchange:**

Final Exchange Date: <TerminationDate>  
subject to adjustment in accordance with the Modified Following  
Business Day Convention.

Counterparty Final Exchange  
Amount: <CCY2> <NotionalAmount2>

Commerzbank AG Final Exchange  
Amount : <CCY1> <NotionalAmount1>

Business Days: <BusinessDays>

Calculation Agent: As agreed per Master Agreement

**Other Provisions:** None

**Account Details:**

Your Account for <CCY>: Please advise

Our Account for <CCY1>: <>

Your Account for <CCY2>: Please advise

Our Account for <CCY2>: <>

**Offices:**

- (a) The Office of Commerzbank AG for the Swap Transaction is <Frankfurt am Main>; and
- (b) The Office of Counterparty for the Swap Transaction is <Location>.

**Broker/Arranger:** None

Please send us your list of Authorised Signatures in an effort to optimise our documentation procedure.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully,

Commerzbank AG

Confirmed as of the date first above written:

ISDA Europe Customer



# DRAFT



Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**

Tel +49 69 713-69338

Fax +49 69 713-22390

**Service Hotline Payments**

Tel +49 69 713-63664

Fax +49 69 713-22392

ISDA Europe Customer  
ISDA Europe Customer  
Street  
Zip & City

+496971326126

**postal address:**

GS-MO Derivatives Process Delivery  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

bank code 50080000  
S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main,

**Swap Transaction**

Our Reference: CE029

Your Reference: Please advise

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between Commerzbank AG ("Commerzbank AG") and ISDA Europe Customer (the "Counterparty") on the Trade Date specified below (the "Swap Transaction").

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives 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.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of, and is subject to, the ISDA Master Agreement (the "Agreement") dated as of <MasterAgreementDate>, as amended and supplemented from time to time, between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

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

Trade Date: <TradeDate>

Effective Date: <EffectiveDate>

Termination Date: <TerminationDate>  
subject to adjustment in accordance with the Modified Following Business Day Convention.

**Floating Amounts A:**

Floating Rate Payer: Commerzbank AG

Floating Rate Payer Currency Amount: <CCY1> <NotionalAmount1>

Floating Rate Payer Payment Dates:  
Each <>, <>, <>, <>, <>, <>, starting with >FirstPaymentDate> up to, and including, the Termination Date,





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subject to adjustment in accordance with the Modified Following Business Day Convention.

*Floating Rate for initial Calculation Period:*

<InterestResetRate>

Floating Rate Option : <FloatingRateOption>

Designated Maturity : <>-Month

Spread: None

Floating Rate Day Count Fraction: <DayCountFraction>

Reset Dates: The first day of each Calculation Period

Compounding: Inapplicable

## **Floating Amounts B:**

Floating Rate Payer: Counterparty

Floating Rate Payer Currency Amount: <CCY2> <NotionalAmount2>

Floating Rate Payer Payment Dates: Each <>, <>, <>, <>, <>, <>, starting with >FirstPaymentDate> up to, and including, the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

*Floating Rate for initial Calculation Period:*

<InterestResetRate>

Floating Rate Option : <FloatingRateOption>

Designated Maturity : <>-Month

Spread: None

Floating Rate Day Count Fraction: <DayCountFraction>

Reset Dates: The first day of each Calculation Period

Compounding: Inapplicable

## **Initial Exchange:**

Initial Exchange Date: <EffectiveDate>

Counterparty Initial Exchange Amount: <CCY1> <NotionalAmount1>

Commerzbank AG Initial Exchange Amount: <CCY2> <NotionalAmount2>



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**Final Exchange:**

Final Exchange Date: <TerminationDate>  
subject to adjustment in accordance with the Modified Following  
Business Day Convention.

Counterparty Final Exchange  
Amount: <CCY2> <NotionalAmount2>

Commerzbank AG Final Exchange  
Amount : <CCY1> <NotionalAmount1>

Business Days: <BusinessDays>

Calculation Agent: As agreed per Master Agreement

**Other Provisions:** None

**Account Details:**

Your Account for <CCY>: Please advise

Our Account for <CCY1>: <>

Your Account for <CCY2>: Please advise

Our Account for <CCY2>: <>

**Offices:**

- (a) The Office of Commerzbank AG for the Swap Transaction is <Frankfurt am Main>; and
- (b) The Office of Counterparty for the Swap Transaction is <Location>.

**Broker/Arranger:** None

Please send us your list of Authorised Signatures in an effort to optimise our documentation procedure.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully,

Commerzbank AG

Confirmed as of the date first above written:

ISDA Europe Customer



**DRAFT**



Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**

Tel +49 69 713-69338  
Fax +49 69 713-22390

**Service Hotline Payments**

Tel +49 69 713-63664  
Fax +49 69 713-22392

ISDA Europe Customer  
ISDA Europe Customer  
Street  
Zip & City

+496971326126

**postal address:**

GS-MO Derivatives Process Delivery  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

bank code 50080000  
S.W.I.F.T.: DRESDEFY

Frankfurt am Main,

**Swap Transaction**

Our Reference: CE029

Your Reference: Please advise

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between Commerzbank AG ("Commerzbank AG") and ISDA Europe Customer (the "Counterparty") on the Trade Date specified below (the "Swap Transaction").

The definitions and provisions contained in the 2006 ISDA Definitions (the "2006 Definitions"), as published by the International Swaps and Derivatives Association, Inc., and the 1998 FX and Currency Option Definitions (the "FX Definitions") as published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and the Foreign Exchange Committee (together the "Definitions"), and the Non-Deliverable Swap Transaction Standard Terms Supplement as published by ISDA (the "NDST Standard Terms Supplement") are incorporated into this Confirmation.

In the event of any inconsistency between the 2006 Definitions and the FX Definitions, the 2006 Definitions shall govern except that the FX Definitions shall govern for the purposes of the Settlement Provisions set out below. In the event of any inconsistency between the Definitions and/or the NDST Standard Terms Supplement and this Confirmation, this Confirmation will govern.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of, and is subject to, the ISDA Master Agreement (the "Agreement") dated as of <MasterAgreementDate>, as amended and supplemented from time to time, between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

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

Trade Date: <TradeDate>

Effective Date: <EffectiveDate>

Termination Date: <TerminationDate>  
subject to adjustment in accordance with the Modified Following Business Day Convention.

**Fixed Amounts:**

Fixed Rate Payer: Commerzbank AG



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Fixed Rate Payer Currency Amount: <CCY1> <NotionalAmount1>

Fixed Rate Payer Payment Dates: Each <>, <>, <>, <>, <>, <>, starting with >FirstPaymentDate> up to, and including, the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

Fixed Rate: <FixedRate>

Fixed Rate Day Count Fraction: <DayCountFraction>

## Floating Amounts:

Floating Rate Payer: Counterparty

Floating Rate Payer Currency Amount: <CNY> <NotionalAmount2>

Floating Rate Payer Payment Dates: Each <>, <>, <>, <>, <>, <>, starting with >FirstPaymentDate> up to, and including, the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

*Floating Rate for initial Calculation Period:* <InterestResetRate>

Floating Rate Option : CNH-HIBOR-Reuters

“CNH-HIBOR-Reuters” means that the rate for a Reset Date will be the rate for deposits in Chinese Renminbi for a period of the Designated Maturity, published by the Treasury Markets Association, which appears on the Thomson Reuters Screen HIBORFIX01 at or around 11:15 a.m., Hong Kong time, on that Reset Date. If such rate does not appear on the Thomson Reuters Screen HIBORFIX01 by 11:15a.m., Hong Kong time on that day, the Calculation Agent will select four leading dealers in the relevant interbank market in good faith and request for one quotation from each of the four leading dealers for such rate at, or as soon as practicable, following such time. If four quotations are provided, the applicable rate will be the arithmetic mean of those quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If two or three such quotations are provided, the applicable rate shall be the arithmetic mean of those quotations. If one quotation or no quotation is provided, the rate for the Reset Date will be determined by the Calculation Agent in good faith.

Designated Maturity : <>-Month

Spread: None

Floating Rate Day Count Fraction: <DayCountFraction>

Reset Dates: The first day of each Calculation Period



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Compounding: Inapplicable

## Initial Exchange:

Initial Exchange Date: <EffectiveDate>

Counterparty Initial Exchange Amount: <CCY1> <NotionalAmount1>

Commerzbank AG Initial Exchange Amount: <CNY> <NotionalAmount2>

## Final Exchange:

Final Exchange Date: <TerminationDate>  
subject to adjustment in accordance with the Modified Following Business Day Convention.

Counterparty Final Exchange Amount: <CCY2> <NotionalAmount2>

Commerzbank AG Final Exchange Amount : <CNY> <NotionalAmount1>

Business Days: <BusinessDays>

Calculation Agent: As agreed per Master Agreement

**Other Provisions:** None

## Disruption Event Provisions:

Additional Disruption Event Provisions for an Offshore Deliverable CNY Transaction and ISDA Offshore Deliverable CNY Transaction Disruption Fallback Matrix: Applicable

Offshore CNY Center: Hong Kong

## Account Details:

Your Account for <CCY1>: Please advise

Our Account for <CCY1>: <>

Your Account for <CNY>: Please advise

Our Account for <CNY>: <>

## Offices:

- (a) The Office of Commerzbank AG for the Swap Transaction is <Frankfurt am Main>; and
- (b) The Office of Counterparty for the Swap Transaction is <Location>.



**D R A F T**

**Broker/Arranger:** None

Please send us your list of Authorised Signatures in an effort to optimise our documentation procedure.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully,

Commerzbank AG

Confirmed as of the date first above written:

ISDA Europe Customer





Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**  
 Tel +49 69 713-69338  
 Fax +49 69 713-22390  
**Service Hotline Payments**  
 Tel +49 69 713-63664  
 Fax +49 69 713-22392

ISDA Europe Customer  
 ISDA Europe Customer  
 Street  
 Zip & City

+Fax

**postal address:**

GS-MO Derivatives Process Delivery  
 Theodor-Heuss-Allee 50,  
 60486 Frankfurt am Main

bank code 50080000

Frankfurt am Main,

**Swap Transaction**

Our Reference: CE144

Your Reference: Please advise

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between Commerzbank AG ("Commerzbank AG") and ISDA Europe Customer (the "Counterparty") on the Trade Date specified below (the "Swap Transaction").

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives 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.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of, and is subject to, the ISDA Master Agreement (the "Agreement") dated as of <MasterAgreementDate>, as amended and supplemented from time to time, between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

**The terms of the particular Swap Transaction (Rate Floor Transaction) to which this Confirmation relates are as follows:**

Notional Amount:	<CCY> <NotionalAmount>
Trade Date:	<TradeDate>
Effective Date:	<EffectiveDate>
Termination Date:	<TerminationDate> subject to adjustment in accordance with the Modified Following Business Day Convention.
Seller of the Floor:	<Commerzbank/ Counterparty>
Buyer of the Floor:	< Counterparty/ Commerzbank>
Premium:	<Premium>
Premium Payment Date:	<PremiumPaymentDate> in accordance with the Following Business Day Convention



**Fixed Amounts :**

Fixed Rate Payer Payment  
Dates:

<PaymentDate>  
subject to adjustment in accordance with the Modified Following  
Business Day Convention.

Fixed Amount:

<CCY> <FixedAmount>

**Floating Amounts :**

Floating Rate Option:

<FloatingRateOption>

Floor Rate:

<Strike> % p.a.

Floating Rate Payer Payment  
Dates:

Each <>, <>, starting with <FirstPaymentDate> up to, and including,  
the Termination Date,  
subject to adjustment in accordance with the Modified Following  
Business Day Convention.

Designated Maturity :

<>-Months

Floating Rate Day Count  
Fraction:

<DayCountFraction>

Reset Dates:

The first day of each Calculation Period

Compounding:

Inapplicable

Business Days:

<BusinessDays>

Calculation Agent:

As agreed per Master Agreement

**Other Provisions:**

None

**Account Details:**

Your Account for <CCY>:

Please advise

Our Account for <CCY>:

**Offices:**

- (a) The Office of Commerzbank AG for the Swap Transaction is Frankfurt am Main; and
- (b) The Office of Counterparty for the Swap Transaction is <Location>.

**Broker/Arranger:**

None





**N o n R e l i a n c e**

Each party hereby represents to the other party that (in the absence of a written agreement between the parties that expressly imposes affirmative obligations to the contrary for this Transaction):

(I) It is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction,

(II) It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction,

(III) The other party is not acting as a fiduciary for, or an adviser to it in respect of this Transaction,

(IV) It is entering into this Transaction as principal and not as agent of any person.

Please send us your list of Authorised Signatures in an effort to optimise our documentation procedure.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully,

**Commerzbank AG**

Confirmed as of the date first above written:

**ISDA Europe Customer**



# DRAFT



Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**  
Tel +49 69 136 -83313  
Fax +49 69 136 -40556  
**Service Hotline Payments**  
Tel +49 69 136 -55414

ISDA Europe Customer  
ISDA Europe Customer  
Street  
Zip & City

**postal address:**

Commerzbank AG  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

bank code 50080000

+Fax

Frankfurt am Main,

**Swap Transaction**

Our Reference: CE134

Your Reference: Please advise

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between Commerzbank AG ("Commerzbank AG") and ISDA Europe Customer (the "Counterparty") on the Trade Date specified below (the "Swap Transaction").

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives 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.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of, and is subject to, the ISDA Master Agreement (the "Agreement") dated as of <MasterAgreementDate>, as amended and supplemented from time to time, between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

**The terms of the particular Swap Transaction (Forward Rate Agreement) to which this Confirmation relates are as follows:**

Notional Amount:	<CCY> <NotionalAmount>
Trade Date:	<TradeDate>
Effective Date:	<EffectiveDate>
Termination Date:	<TerminationDate>
Fixed Rate Payer:	Commerzbank AG
Fixed Rate:	<FixedRate> % p.a.
Floating Rate Payer:	Counterparty
Payment Date:	<...> Business Days following each Reset Date
Floating Rate Option :	<FloatingRateOption>
Designated Maturity :	<>-Months



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Floating Rate Day Count Fraction: <DayCountFraction>

Reset Date: <Reset Date> [

FRA Discounting: Applicable

Business Day Convention: <Following/ Modified Following/ Preceding>

Business Day: <BusinessDay>

Calculation Agent: As agreed per Master Agreement

**Other Provisions:** None

**Account Details:**

Your Account for <CCY>: Please advise

Our Account for <CCY>:

**Offices:**

- (a) The Office of Commerzbank AG for the Swap Transaction is Frankfurt am Main; and
- (b) The Office of Counterparty for the Swap Transaction is <Location>.

**Broker/Arranger:** None



# DRAFT

Please send us your list of Authorised Signatures in an effort to optimise our documentation procedure.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully,

Commerzbank AG

Confirmed as of the date first above written:

ISDA Europe Customer



# DRAFT



ISDA Europe Customer  
ISDA Europe Customer  
Street  
Zip & City

+Fax

Commerzbank AG

GS-MO Derivatives Process Delivery

**Service Hotline Documentation**

Tel +49 69 136 -83313

Fax +49 69 136 -40556

**Service Hotline Payments**

Tel +49 69 136 -55414

**postal address:**

Commerzbank AG

Theodor-Heuss-Allee 50,

60486 Frankfurt am Main

bank code 50080000

Frankfurt am Main,

## Swap Transaction

Our Reference: CE004

Your Reference: Please advise

The purpose of this letter/ facsimile agreement (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between Commerzbank Aktiengesellschaft ("Commerzbank") and <cp legal name> (the "Counterparty") on the Trade Date specified below (the "Swap Transaction").

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives 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.

This Confirmation constitutes a "Confirmation" as referred to in, supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of <MasterAgreementDate>, as amended and supplemented from time to time, between you and us (the "Agreement"). All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

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

Notional Amount: <CCY> <NotionalAmount>

Trade Date: <TradeDate>

Effective Date: <EffectiveDate>

Termination Date: <TerminationDate>  
subject to adjustment in accordance with the  
<BusinessDayConvention> Business Day Convention.

## Fixed Amounts :

Fixed Rate Payer: <Commerzbank / Counterparty>

Fixed Rate Payer Payment Dates: <frequency> on the <roll dates> from, and including, <FirstPayment Date> up to, and including, the Termination Date,

# DRAFT

subject to adjustment in accordance with the  
<BusinessDayConvention> Business Day Convention.

Fixed Rate: <FixedRate> % p.a.

Fixed Rate Day Count Fraction: <DayCountFraction>

:

## **Floating Amounts :**

Floating Rate Payer: <Counterparty/ Commerzbank>

Floating Rate Payer Payment  
Dates:

<frequency> on the <roll dates>, from, and including,  
<FirstPaymentDate> up to, and including, the Termination Date,  
subject to adjustment in accordance with the  
<BusinessDayConvention> Business Day Convention.

Floating Rate Option : <FloatingRateOption>

Designated Maturity : <>-Month

Spread: <plus/ minus Spread/ None>

Floating Rate Day Count  
Fraction: <DayCountFraction>

Reset Dates: The first day of each Calculation Period

Compounding: Inapplicable

Business Days: <Business Days>

Calculation Agent: As agreed per Master Agreement

## **Other Provisions:**

### **Early Termination:**

Optional Early Termination: Applicable

Option Style: European

[Seller:] <Counterparty/ Bank>

Buyer... <Counterparty/ Bank>]

*(delete Seller and Buyer if Optional  
Early Termination is available for*

# DRAFT

***both parties)***

Optional Early Termination Date <Cash Settlement Date>

Business Days for Payments: TARGET Settlement Day

**Procedure for Exercise:**

Partial Exercise: Inapplicable

**Settlement Terms:**

Cash Settlement: Applicable

Cash Settlement Payment Date: <Optional Early Termination Date>

Business Day Convention for Cash Settlement Payment Date: <Business Day Convention> Business Day Convention

Cash Settlement Reference Banks: To be agreed between the parties < > Business Days preceding the Cash Settlement Payment Date.

Quotation Rate: < >

**Account Details:**

Your Account for <CCY>: Please advise

Our Account for <CCY>:

**Offices:**

- (a) The Office of Commerzbank for the Swap Transaction is <Frankfurt am Main>; and
- (b) The Office of the Counterparty for the Swap Transaction is <Location>.

**Broker/Arranger:** <None>

Please send us your list of Authorised Signatures in an effort to optimise our documentation procedure.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully,

Confirmed as of the date first above written:

IRS, Break Clause European Style

**D R A F T**

**Commerzbank AG**

**ISDA Europe Customer**



**D R A F T**



ISDA Europe Customer  
ISDA Europe Customer  
Street  
Zip & City

+Fax

Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**  
Tel +49 69 136 -83313  
Fax +49 69 136 -40556  
**Service Hotline Payments**  
Tel +49 69 136 -55414

**postal address:**

Commerzbank AG  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

bank code 50080000

Frankfurt am Main,

**Swap Transaction**

Our Reference: CE004

Your Reference: Please advise

The purpose of this letter/ facsimile agreement (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between Commerzbank Aktiengesellschaft ("Commerzbank") and <cp legal name> (the "Counterparty") on the Trade Date specified below (the "Swap Transaction").

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives 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.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of and is subject to, the ISDA Master Agreement dated as of <MasterAgreementDate>, as amended and supplemented from time to time, between you and us (the "Agreement"). All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

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

Notional Amount: <CCY> <NotionalAmount>  
Trade Date: <TradeDate>  
Effective Date: <EffectiveDate>  
Termination Date: <TerminationDate>  
subject to adjustment in accordance with the  
<BusinessDayConvention> Business Day Convention.

**Fixed Amounts :**

Fixed Rate Payer: <Commerzbank / Counterparty>  
Fixed Rate Payer Payment Dates: <frequency> on the <roll dates> from, and including, <FirstPayment Date> up to, and including, the Termination Date, subject to adjustment in accordance with the



# DRAFT

<BusinessDayConvention> Business Day Convention.

Fixed Rate: <FixedRate> % p.a.

Fixed Rate Day Count Fraction: <DayCountFraction>

## Floating Amounts :

Floating Rate Payer: <Counterparty/ Commerzbank>

Floating Rate Payer Payment Dates: <frequency> on the <roll dates>, from, and including, <FirstPaymentDate> up to, and including, the Termination Date, subject to adjustment in accordance with the <BusinessDayConvention> Business Day Convention

Floating Rate Option : <FloatingRateOption>

Designated Maturity : <>-Month

Spread: <plus/ minus Spread/ None>

Floating Rate Day Count Fraction: <DayCountFraction>

Reset Dates: The first day of each Calculation Period

Compounding: Inapplicable

Business Days: <BusinessDays>

Calculation Agent: As per Master Agreement

**Other Provisions:** <None>

## Account Details:

Your Account for <CCY>: Please advise

Our Account for <CCY>:

## Offices:

- (a) The Office of Commerzbank for the Swap Transaction is <Frankfurt am Main>; and
- (b) The Office of the Counterparty for the Swap Transaction is <Location>.

**Broker/Arranger:** <None>

Please send us your list of Authorised Signatures in an effort to optimise our documentation procedure.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates



IRS fixed/float (non-compounding)

**D R A F T**

your agreement to those terms.

Yours faithfully,

**Commerzbank AG**

Confirmed as of the date first above written:

**ISDA Europe Customer**



**D R A F T**



Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**  
Tel +49 69 713-69338  
Fax +49 69 713-22390  
**Service Hotline Payments**  
Tel +49 69 713-63664  
Fax +49 69 713-22392

**postal address:**

GS-MO Derivatives Process Delivery  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

bank code 50080000  
S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main,

ISDA Europe Customer  
ISDA Europe Customer  
Street  
Zip & City

+496971326126

**Swap Transaction**

Our Reference: <our reference>  
Your Reference: <your reference>

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between Commerzbank AG ("Commerzbank AG") and ISDA Europe Customer (the "Counterparty") on the Trade Date specified below (the "Swap Transaction").

The definitions and provisions contained in the 2006 ISDA Definitions (the "2006 Definitions"), as published by the International Swaps and Derivatives Association, Inc., and the 1998 FX and Currency Option Definitions (the "FX Definitions") as published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and the Foreign Exchange Committee (together the "Definitions") are incorporated into this Confirmation.

In the event of any inconsistency between the 2006 Definitions and the FX Definitions, the 2006 Definitions shall govern except that the FX Definitions shall govern for the purposes of the Settlement Provisions set out below. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern.

References herein to a "Transaction" shall be deemed to be references to a "Swap Transaction" for the purposes of the 2006 Definitions.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of, and is subject to, the ISDA Master Agreement (the "Agreement") dated as of <Master Agreement Date>, as amended and supplemented from time to time, between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

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

Notional Amount: <CCY> <Notional Amount>  
Trade Date: <Trade Date>  
Effective Date: <Effective Date>  
Termination Date: <Termination Date>  
subject to adjustment in accordance with the Modified Following Business Day Convention, and subject to the provisions below.



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## Fixed Amounts :

Fixed Rate Payer: <Fixed Rate Payer>

Fixed Rate Payer Payment Dates: <Payment Date>  
subject to adjustment in accordance with the Modified Following Business Day Convention, and subject to the provisions below.

Fixed Rate Payer Period End Dates: <Period End Date>  
subject to adjustment in accordance with the Modified Following Business Day Convention.

Fixed Rate: <Fixed Rate> % p.a.

Fixed Rate Day Count Fraction: <Day Count Fraction> % p.a.

## Floating Amounts :

Floating Rate Payer: <Floating Rate Payer>

Floating Rate Payer Payment Dates: <Payment Date>  
subject to adjustment in accordance with the Modified Following Business Day Convention, and subject to the provisions below.

Floating Rate Payer Period End Dates: <Period End Date>  
subject to adjustment in accordance with the Modified Following Business Day Convention.

Floating Rate Option : <Floating Rate Option>

Spread: <Plus/Minus Spread> % p.a.

Floating Rate Day Count Fraction: <Day Count Fraction> % p.a.

Reset Dates: The <last> day of each Calculation Period

Compounding: Inapplicable

Business Days: Business Days>



# DRAFT

**Calculation Agent:** Commerzbank AG and Counterparty. If the parties are unable to agree on a determination within one Business Day, each party agrees to be bound by the determination of an independent leading dealer in Reference Currency/Settlement Currency Transactions not located in the Reference Currency jurisdiction (“Independent Leading Dealer”), mutually selected by the parties, who shall act as the substitute Calculation Agent, with the fees and expenses of such substitute Calculation Agent (if any) to be met equally by the parties. If the parties are unable to agree on an Independent Leading Dealer to act as substitute Calculation Agent, each party shall select an Independent Leading Dealer and such Independent Leading Dealers shall agree on an independent third party who shall be deemed to be the substitute Calculation Agent.

**Settlement Provisions:**

**Settlement:** Non-deliverable, with the effect that any Reference Currency amounts payable hereunder on a Payment Date (“Reference Currency Payment Date”) or an Exchange Date (“Reference Currency Exchange Date”) shall be converted into Settlement Currency amounts by reference to the Settlement Rate Option on the applicable Valuation Date. All payments (including exchanges) hereunder shall be made in the Settlement Currency.

**Settlement Rate Option:** <Settlement Rate Option>

**Reference Currency:** <Reference Currency>

**Settlement Currency:** <Settlement Currency>

**Valuation Date:** In respect of a Reference Currency Payment Date or a Reference Currency Exchange Date, the date which is two Business Days prior to that Reference Currency Payment Date or Reference Currency Exchange Date, provided that if a day that, but for the occurrence on that day of an Unscheduled Holiday would have been a Valuation Date (a “Scheduled Valuation Date”), is as a result of such occurrence not a Business Day, the Valuation Date in question shall be the next following Business Day to such Scheduled Valuation Date on which an Unscheduled Holiday does not occur, provided that if the Valuation Date has not occurred on or before the fourteenth consecutive day after the relevant Scheduled Valuation Date (any such period being the “Deferral Period”), then the next day after the Deferral Period that would have been a Business Day but for the Unscheduled Holiday, shall be deemed to be the relevant Valuation Date.

**Disruption Events:**

**Event Currency:** Each Reference Currency

**Price Source Disruption:** Applicable

**Disruption Fallbacks:**

1. Valuation Postponement



# DRAFT

2. Fallback Reference Price: <FX Detail>

Counterparty acknowledges that Commerzbank, acting directly or through a branch or an affiliate, may be requested to provide a quotation or quotations from time to time for the purpose of determining the Fallback Reference Price and such quotation may affect, materially or otherwise, the settlement of this Swap Transaction.

3. Fallback Survey Valuation Postponement

4. Calculation Agent Determination of Settlement Rate

**Other Terms:**

Unscheduled Holiday: “Unscheduled Holiday” means that a day is not a Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9:00 a.m. local time in the Principal Financial Center(s) of the Reference Currency two Business Days prior to the Scheduled Valuation Date.

Valuation Postponement for Price Source Disruption: “Valuation Postponement” means, for purposes of obtaining a Settlement Rate, that the Spot Rate will be determined on the Business Day first succeeding the day on which the Price Source Disruption ceases to exist, unless the Price Source Disruption continues to exist (measured from the date that, but for the occurrence of the Price Source Disruption, would have been the Valuation Date) for a consecutive number of calendar days equal to the Maximum Days of Postponement. In such event, the Spot Rate will be determined on the next Business Day after the Maximum Days of Postponement (which will, subject to the provisions relating to Fallback Survey Valuation Postponement, be deemed to be the applicable Valuation Date) in accordance with the next applicable Disruption Fallback.

Fallback Survey Valuation Postponement: “Fallback Survey Valuation Postponement” means that, in the event that the Fallback Reference Price is not available on or before the third Business Day (or day that would have been a Business Day but for an Unscheduled Holiday) succeeding the end of either (i) Valuation Postponement for Price Source Disruption, (ii) Deferral Period for Unscheduled Holiday, or (iii) Cumulative Events, then the Settlement Rate will be determined in accordance with the next applicable Disruption Fallback on such day (which will be deemed to be the applicable Valuation Date). For the avoidance of doubt, Cumulative Events, if applicable, does not preclude postponement of valuation in accordance with this provision.



# DRAFT

Cumulative Events:

Except as provided below, in no event shall the total number of consecutive calendar days during which either (i) valuation is deferred due to an **Unscheduled Holiday**, or (ii) a **Valuation Postponement** shall occur (or any combination of (i) and (ii)), exceed 14 consecutive calendar days in the aggregate. Accordingly, (x) if, upon the lapse of any such 14 calendar day period, an **Unscheduled Holiday** shall have occurred or be continuing on the day following such period that otherwise would have been a **Business Day**, then such day shall be deemed to be a **Valuation Date**, and (y) if, upon the lapse of any such 14 calendar day period, a **Price Source Disruption** shall have occurred or be continuing on the day following such period on which the **Spot Rate** otherwise would be determined, then **Valuation Postponement** shall not apply and the **Spot Rate** shall be determined in accordance with the next **Disruption Fallback**.

Maximum Days of Postponement: 14 calendar days

Adjustment to Termination Date, Payment Dates and Exchange Dates:

If the **Valuation Date** in respect of a **Reference Currency Payment Date**, a **Reference Currency Exchange Date** or the **Termination Date** is not the **Scheduled Valuation Date** in respect of such **Reference Currency Payment Date**, **Reference Currency Exchange Date** or **Termination Date**, then such **Reference Currency Payment Date**, **Reference Currency Exchange Date** or **Termination Date** (as applicable) shall be as soon as practicable after the relevant **Valuation Date**, but in no event later than the day which is two **Business Days** after the relevant **Valuation Date**. Further, if payments are scheduled to be made by both parties on a **Payment Date**, **Exchange Date** or **Termination Date**, and such date is adjusted due to the occurrence of an **Unscheduled Holiday** in accordance with the previous sentence, then such **Payment Date**, **Exchange Date** or **Termination Date** shall be adjusted in respect of both parties' payments.

For the avoidance of doubt, such adjustments shall not apply in respect of **Period End Dates** (including the **Termination Date**) for the purposes of determining the **Calculation Periods**.

Business Day (as defined in the FX Definitions) for Valuation Date(s):

<Business Days FX>

Business Day (as defined in the 2006 Definitions) for all other purposes:

<Business Days>





# DRAFT

**Account Details:**

Your Account for <CCY> <>

Our Account for <CCY>: <>

**Offices:**

- (a) The Office of Commerzbank AG for the Swap Transaction is <>; and
- (b) The Office of Counterparty for the Swap Transaction is <>.

**Broker/Arranger:** <Broker>

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully,

Commerzbank AG

Confirmed as of the date first above written:

ISDA Europe Customer



**D R A F T**



Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**  
Tel +49 69 713-69338  
Fax +49 69 713-22390  
**Service Hotline Payments**  
Tel +49 69 713-63664  
Fax +49 69 713-22392

ISDA Europe Customer  
ISDA Europe Customer  
Street  
Zip & City

+496971326126

**postal address:**

GS-MO Derivatives Process Delivery  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

bank code 50080000  
S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main,

**Swap Transaction**

Our Reference: <our reference>  
Your Reference: <your reference>

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between Commerzbank AG ("Commerzbank AG") and ISDA Europe Customer (the "Counterparty") on the Trade Date specified below (the "Swap Transaction").

The definitions and provisions contained in the 2006 ISDA Definitions (the "2006 Definitions"), as published by the International Swaps and Derivatives Association, Inc., and the 1998 FX and Currency Option Definitions (the "FX Definitions") as published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and the Foreign Exchange Committee (together the "Definitions"), and the Non-Deliverable Swap Transaction Standard Terms Supplement as published by ISDA (the "NDST Standard Terms Supplement") are incorporated into this Confirmation.

In the event of any inconsistency between the 2006 Definitions and the FX Definitions, the 2006 Definitions shall govern except that the FX Definitions shall govern for the purposes of the Settlement Provisions set out below. In the event of any inconsistency between the Definitions and/or the NDST Standard Terms Supplement and this Confirmation, this Confirmation will govern.

References herein to a "Transaction" shall be deemed to be references to a "Swap Transaction" for the purposes of the 2006 Definitions.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of, and is subject to, the ISDA Master Agreement (the "Agreement") dated as of <Master Agreement date>, as amended and supplemented from time to time, between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

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

Notional Amount: <CCY> <Notional Amount>  
Trade Date: <Trade Date>  
Effective Date: <Effective Date>  
Termination Date: <Termination Date>  
subject to adjustment in accordance with the Modified Following Business Day Convention, and subject to the provisions below.



# DRAFT

## Fixed Amounts :

Fixed Rate Payer: <Fixed Rate Payer>

Fixed Rate Payer Payment Dates: <Payment Date>  
subject to adjustment in accordance with the Modified Following  
Business Day Convention, and subject to the provisions below.

Fixed Rate Payer Period End  
Dates: <Period End Date>  
subject to adjustment in accordance with the Modified Following  
Business Day Convention.

Fixed Rate: <Fixed Rate> % p.a.

Fixed Rate Day Count Fraction: <Day Count Fraction> % p.a.

## Floating Amounts :

Floating Rate Payer: <Floating Rate Payer>

Floating Rate Payer Payment  
Dates: <Payment Date>  
subject to adjustment in accordance with the Modified Following  
Business Day Convention, and subject to the provisions below.

Floating Rate Payer Period End  
Dates: <Period End Date>  
subject to adjustment in accordance with the Modified Following  
Business Day Convention.

Floating Rate Option : <Floating Rate Option>

Spread: <Plus/Minus Spread> % p.a.

Floating Rate Day Count Fraction: <Day Count Fraction> % p.a.

Reset Dates: The <last> day of each Calculation Period

Compounding: Inapplicable

Business Days: <Business Days>



# DRAFT

Calculation Agent: Commerzbank AG and Counterparty. If the parties are unable to agree on a determination within one Business Day, each party agrees to be bound by the determination of an independent leading dealer in Reference Currency/Settlement Currency Transactions not located in the Reference Currency jurisdiction ("Independent Leading Dealer"), mutually selected by the parties, who shall act as the substitute Calculation Agent, with the fees and expenses of such substitute Calculation Agent (if any) to be met equally by the parties. If the parties are unable to agree on an Independent Leading Dealer to act as substitute Calculation Agent, each party shall select an Independent Leading Dealer and such Independent Leading Dealers shall agree on an independent third party who shall be deemed to be the substitute Calculation Agent.

**Settlement Provisions:**

Reference Currency: <Reference Currency>

Settlement Currency: <Settlement Currency>

**Miscellaneous:**

Relevant City(ies) for Business Day (as defined in the 2006 Definitions) for all other purposes: As per NDST Standard Terms Supplement

**Account Details:**

Your Account for <CCY> <>

Our Account for <CCY>: <>

**Offices:**

- (a) The Office of Commerzbank AG for the Swap Transaction is <>; and
- (b) The Office of Counterparty for the Swap Transaction is <>.

**Broker/Arranger:** <Broker>

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully,  
Commerzbank AG

Confirmed as of the date first above written:  
ISDA Europe Customer





**From:**  
Commerzbank AG  
(the "**Remaining Party**")  
Fax <our faxnumber>

**To:**  
ISDA Customer II  
(the "**Transferee**")

**And**  
  
ISDA Customer I  
(the "**Transferor**")

Commerzbank AG  
  
GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**  
Tel +49 69 713-69338  
Fax +49 69 713-22390  
**Service Hotline Payments**  
Tel +49 69 713-63664  
Fax +49 69 713-22392

**postal address:**  
  
GS-MO Derivatives Process Delivery  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main  
  
bank code 50080000  
S.W.I.F.T.: DRESDEFFTSY  
  
Frankfurt am Main,

**Novation Confirmation**

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Novation Transaction entered into between the parties and effective from the Novation Date specified below. This Novation Confirmation constitutes a "Confirmation" as referred to in the New Agreement specified below.

1. The definitions and provisions contained in the 2004 ISDA Novation Definitions (the "Definitions") and the terms and provisions of the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., and amended from time to time, are incorporated in this Novation Confirmation. In the event of any inconsistency between (i) the Definitions, (ii) the 2006 ISDA Definitions and/or (iii) the Novation Agreement and this Novation Confirmation, this Novation Confirmation will govern.

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

Novation Trade Date: <NovationTradeDate>  
  
Novation Date: <NovationDate>  
  
Novated Amount: <CCY> <NovatedAmount>  
  
Transferor: ISDA Customer II  
  
Transferee: ISDA Customer I  
  
Remaining Party: Commerzbank AG  
  
New Agreement between  
Transferee and Remaining Party: ISDA Master Agreement dated as of <MasterAgreementDate>

**3. The terms of the Old Transaction to which this Novation Confirmation relates, for identification purposes, are as follows:**

Remaining Party Ref. No.: <Remaining Party Ref No.>  
  
Trade Date of Old Transaction: <TradeDate>  
  
Effective Date of Old Transaction: <EffectiveDate>



Termination Date of Old Transaction: <TerminationDate>

Notional Amount of Old Transaction: <CCY> <NotionalAmount>

**4. The terms of the New Transaction to which this Novation Confirmation relates shall be as specified in the New Confirmation attached hereto as Exhibit A.**

Full First Calculation Period: Applicable, commencing on <FirstCalculationPeriod>

**5. Other Provisions:** None

**6. Miscellaneous:**

Non-Reliance: Applicable

The parties confirm their acceptance to be bound by this Novation Confirmation as of the Novation Date by executing a copy of this Novation Confirmation and returning it to us by facsimile to the attention of Service Hotline Documentation, Fax <our faxnumber>. The Transferor, by its execution of a copy of this Novation Confirmation, agrees to the terms of the Novation Confirmation as it relates to the Old Transaction. The Transferee, by its execution of a copy of this Novation Confirmation, agrees to the terms of the Novation Confirmation as it relates to the New Transaction.

Yours faithfully,

Commerzbank AG  
**(Remaining Party)**

ISDA Customer II  
**(Transferor)**

ISDA Customer I  
**(Transferee)**





**DRAFT**



Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**

Tel +49 69 713-69338

Fax +49 69 713-22390

**Service Hotline Payments**

Tel +49 69 713-63664

Fax +49 69 713-22392

ISDA Europe Customer  
ISDA Europe Customer  
Street  
Zip & City

+496971326126

**postal address:**

GS-MO Derivatives Process Delivery  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

bank code 50080000  
S.W.I.F.T.: DRESDEF TSY

Frankfurt am Main,

**Swap Transaction**

Our Reference: <>

Your Reference: Please advise

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between Commerzbank AG ("Commerzbank AG") and ISDA Europe Customer (the "Counterparty") on the Trade Date specified below (the "Swap Transaction").

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives 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.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of, and is subject to, the ISDA Master Agreement (the "Agreement") dated as of <MasterAgreementDate>, as amended and supplemented from time to time, between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

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

Notional Amount: RUB <NotionalAmount>  
Trade Date: <TradeDate>  
Effective Date: <EffectiveDate>  
Termination Date: <TerminationDate>  
subject to adjustment in accordance with the Modified Following Business Day Convention.

**Floating Amounts A:**

Floating Rate Payer: Counterparty/Commerzbank AG

Floating Rate Payer Payment Dates:

Each <>, <>, <>, <>, <>, <>, starting with >First Payment Date> up to, and including, the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.





# DRAFT

Floating Rate Option : <Floating Rate Option>  
Designated Maturity : <>-Month  
Spread: None  
Floating Rate Day Count Fraction: <Day Count Fraction>  
Reset Dates: The first day of each Calculation Period  
Compounding: Inapplicable

## Floating Amounts B:

Floating Rate Payer: Counterparty/Commerzbank AG

Floating Rate Payer Period End Dates:

Each <>, <>, <>, <>, starting with <FirstPeriodEndDate> up to, and including, the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

Delayed Payment: Applicable with a period of one Business Day

Floating Rate Option: "RUB-RUONIA" daily compounded weighted average

"RUB-RUONIA" means that the rate for a Reset Date will be the Ruble Overnight which appears on the <ProviderName> Screen <ProviderPage> (or any successor of such page or service as determined by the Calculation Agent) as of <FixingTime> <FixingPlace time>. If such rate does not appear on the <ProviderName> Screen <ProviderPage> in respect of any Reset Date, the rate for that Business Day will be the rate which appears on the website of the Bank of Russia (<http://www.cbr.ru/eng>) or on the website [www.ruonia.ru](http://www.ruonia.ru) as of <FixingTime> <FixingPlace time>, provided that, in case of any inconsistency between the rate published on the website of the Bank of Russia and on the website [www.ruonia.ru](http://www.ruonia.ru), the first one shall prevail. If such rate does not appear on the Russian Central Bank or on [www.ruonia.ru](http://www.ruonia.ru) as of <FixingTime> <FixingPlace time>, the rate for that Business Day will be determined as if the parties had specified "RUB-MOSPRIME-NFEA" as the applicable Floating Rate Option.

For the purposes hereof and in the Definition of "RUB-MOSPRIME-NFEA" references to

- (i) "Designated Maturity" shall mean the relevant period of one day,
- (ii) "Moscow Banking Day" shall mean any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Moscow and

"Reset Date" shall mean the Business Day prior to the day on which the rate does not appear on <ProviderName> Screen "<ProviderPage>", on the website of the Bank of Russia and on the website [www.ruonia.ru](http://www.ruonia.ru)

Spread: None

Floating Rate Day Count Fraction: Actual/360



# DRAFT

Reset Dates: The last day of each Calculation Period

Compounding: Inapplicable

Business Days for Floating Amounts A: <Business Days for Floating Amounts A>

Business Days for Floating Amounts B: Moscow

Calculation Agent: As agreed per Master Agreement

**Other Provisions:** None

**Account Details:**

Your Account for <CCY> Please advise

Our Account for <CCY>: Commerzbank SSI

**Offices:**

- (a) The Office of Commerzbank AG for the Swap Transaction is Frankfurt am Main; and
- (b) The Office of Counterparty for the Swap Transaction is <Location>.

**Broker/Arranger:** None

Please send us your list of Authorised Signatures in an effort to optimise our documentation procedure.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully,

Commerzbank AG

Confirmed as of the date first above written:

ISDA Europe Customer



**D R A F T**



ISDA Europe Customer  
ISDA Europe Customer  
Street  
Zip & City

+496971326126

Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**  
Tel +49 69 713-69338  
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**postal address:**

GS-MO Derivatives Process Delivery  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

bank code 50080000  
S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main,

**Swap Transaction**

Our Reference: <>

Your Reference: Please advise

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between Commerzbank AG ("Commerzbank AG") and ISDA Europe Customer (the "Counterparty") on the Trade Date specified below (the "Swap Transaction").

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives 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.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of, and is subject to, the ISDA Master Agreement (the "Agreement") dated as of 01-January-2010, as amended and supplemented from time to time, between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

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

Notional Amount:	HUF 10,000,000.00
Trade Date:	01-May-2010
Effective Date:	03-May-2010
Termination Date:	03-May-2015, subject to adjustment in accordance with the Modified Following Business Day Convention.

**Fixed Amounts :**

Fixed Rate Payer: Commerzbank AG

Fixed Rate Payer Period End  
Dates:

Each 03-February, 03 May, 03-August, 03-November, starting with  
03-August-2010 up to, and including, the Termination Date,  
subject to adjustment in accordance with the Modified Following  
Business Day Convention.



# DRAFT

Delayed Payment: Applicable with a period of one Business Day  
Fixed Rate: 3.50000 % p.a.  
Fixed Rate Day Count Fraction: Actual/360

## Floating Amounts :

Floating Rate Payer: Counterparty

Floating Rate Payer Period End Dates:

Each 03-February, 03 May, 03-August, 03-November, starting with 03-August-2010 up to, and including, the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

Delayed Payment: Applicable with a period of one Business Day

Floating Rate Option: "HUF-HUFONIA-OIS-COMPOUND"

"HUF-HUFONIA-OIS-COMPOUND" means that the rate for a Reset Rate, calculated in accordance with the formula set forth below, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is the arithmetic mean of the daily rates of the day-to-day HUF interbank money market).

"HUF-HUFONIA-OIS-COMPOUND" will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a), but to the nearest one thousandth of a percentage point (0.001%):

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{HUFONIA_i * n_i}{360} \right) - 1 \right] * \frac{360}{d}$$

where:

" $d_0$ ", for any Calculation Period, is the number of Business Days in the relevant Calculation Period;

" $i$ " is a series of whole numbers from one to  $d_0$ , each representing the relevant Business Days in chronological order from, and including, the first Business Day in the relevant Calculation Period;



# DRAFT

"*HUFONIA<sub>t</sub>*", for any day "*t*" in the relevant Calculation Period, is a reference rate equal to the overnight rate as calculated by the Magyar Nemzeti Bank (MNB, Central Bank of Hungary) and appearing on the Reuters Screen MNB HTBL Page at the latest at 11.00 a.m., Budapest time, on the following Business Day.

"*n<sub>i</sub>*" is the number of calendar days in the relevant Calculation Period on which the rate is *HUFONIA<sub>i</sub>*; and

"*d*" is the number of calendar days in the relevant Calculation Period.

Spread: None

Floating Rate Day Count Fraction: Actual/360

Reset Dates: The last day of each Calculation Period

Compounding: Inapplicable

Business Days: Budapest

Calculation Agent: As agreed per Master Agreement

**Other Provisions:** None

**Account Details:**

Your Account for HUF: Please advise

Our Account for HUF: Commerzbank SSI

**Offices:**

- (a) The Office of Commerzbank AG for the Swap Transaction is Frankfurt am Main; and
- (b) The Office of Counterparty for the Swap Transaction is <Location>.

**Broker/Arranger:** None

Please send us your list of Authorised Signatures in an effort to optimise our documentation procedure.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully,  
Commerzbank AG

Confirmed as of the date first above written:  
ISDA Europe Customer



**D R A F T**



ISDA Europe Customer  
ISDA Europe Customer  
Street  
Zip & City

+496971326126

Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**  
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**Service Hotline Payments**  
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Fax +49 69 713-22392

**postal address:**

GS-MO Derivatives Process Delivery  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

bank code 50080000  
S.W.I.F.T.: DRESDEF TSY

Frankfurt am Main,

**Swap Transaction**

Our Reference: <>

Your Reference: Please advise

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between Commerzbank AG ("Commerzbank AG") and ISDA Europe Customer (the "Counterparty") on the Trade Date specified below (the "Swap Transaction").

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives 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.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of, and is subject to, the ISDA Master Agreement (the "Agreement") dated as of <MasterAgreementDate>, as amended and supplemented from time to time, between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

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

Notional Amount: EUR <NotionalAmount>  
Trade Date: <TradeDate>  
Effective Date: <EffectiveDate>  
Termination Date: <TerminationDate>  
subject to adjustment in accordance with the Modified Following Business Day Convention.

**Fixed Amounts :**

Fixed Rate Payer: Commerzbank AG/Counterparty

Fixed Rate Payer Period End Dates:

Each <>, <>, <>, <>, starting with <FirstPeriodEndDate> up to, and including, the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.



# DRAFT

Delayed Payment: Applicable with a period of one Business Day

Fixed Rate: <FixedRate> % p.a.

Fixed Rate Day Count Fraction: Actual/360

## Floating Amounts :

Floating Rate Payer: Counterparty/Commerzbank AG

Floating Rate Payer Period End Dates:

Each <>, <>, <>, <>, starting with <FirstPeriodEndDate> up to, and including, the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

Delayed Payment: Applicable with a period of one Business Day

Floating Rate Option: "EUR-EONIA-OIS-COMPOUND"

Spread: None

Floating Rate Day Count Fraction: Actual/360

Reset Dates: The last day of each Calculation Period

Compounding: Inapplicable

Business Days: Budapest

Calculation Agent: As agreed per Master Agreement

**Other Provisions:** None

## Account Details:

Your Account for EUR: Please advise

Our Account for EUR: Commerzbank SSI

## Offices:

- (a) The Office of Commerzbank AG for the Swap Transaction is Frankfurt am Main; and
- (b) The Office of Counterparty for the Swap Transaction is <Location>.

**Broker/Arranger:** None



# DRAFT

Please send us your list of Authorised Signatures in an effort to optimise our documentation procedure.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully,

Commerzbank AG

Confirmed as of the date first above written:

ISDA Europe Customer





**DRAFT**



Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**

Tel +49 69 713-69338

Fax +49 69 713-22390

**Service Hotline Payments**

Tel +49 69 713-63664

Fax +49 69 713-22392

ISDA Europe Customer  
ISDA Europe Customer  
Street  
Zip & City

+496971326126

**postal address:**

GS-MO Derivatives Process Delivery  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

bank code 50080000

S.W.I.F.T.: DRESDEF3333

Frankfurt am Main,

**Swap Transaction**

Our Reference: <>

Your Reference: Please advise

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between Commerzbank AG ("Commerzbank AG") and ISDA Europe Customer (the "Counterparty") on the Trade Date specified below (the "Swap Transaction").

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives 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.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of, and is subject to, the ISDA Master Agreement (the "Agreement") dated as of <MasterAgreementDate>, as amended and supplemented from time to time, between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

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

Notional Amount: RUB <NotionalAmount>

Trade Date: <TradeDate>

Effective Date: <EffectiveDate>

Termination Date: <TerminationDate>  
subject to adjustment in accordance with the Modified Following Business Day Convention.

**Fixed Amounts :**

Fixed Rate Payer: Commerzbank AG/Counterparty

Fixed Rate Payer Period End Dates:

Each <>, <>, <>, <>, starting with <FirstPeriodEndDate> up to, and including, the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.



# DRAFT

Delayed Payment: Applicable with a period of one Business Day  
Fixed Rate: <FixedRate> % p.a.  
Fixed Rate Day Count Fraction: Actual/360

## Floating Amounts :

Floating Rate Payer: Counterparty/Commerzbank AG

Floating Rate Payer Period End Dates:

Each <>, <>, <>, <>, starting with <FirstPeriodEndDate> up to, and including, the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

Delayed Payment: Applicable with a period of one Business Day

Floating Rate Option: "RUB-RUONIA" daily compounded weighted average

"RUB-RUONIA" means that the rate for a Reset Date will be the Ruble Overnight which appears on the <ProviderName> Screen <ProviderPage> (or any successor of such page or service as determined by the Calculation Agent) as of <FixingTime> <FixingPlace time>. If such rate does not appear on the <ProviderName> Screen <ProviderPage> in respect of any Reset Date, the rate for that Business Day will be the rate which appears on the website of the Bank of Russia (<http://www.cbr.ru/eng>) or on the website [www.ruonia.ru](http://www.ruonia.ru) as of <FixingTime> <FixingPlace time>, provided that, in case of any inconsistency between the rate published on the website of the Bank of Russia and on the website [www.ruonia.ru](http://www.ruonia.ru), the first one shall prevail. If such rate does not appear on the Russian Central Bank or on [www.ruonia.ru](http://www.ruonia.ru) as of <FixingTime> <FixingPlace time>, the rate for that Business Day will be determined as if the parties had specified "RUB-MOSPRIME-NFEA" as the applicable Floating Rate Option.

For the purposes hereof and in the Definition of "RUB-MOSPRIME-NFEA" references to

- (i) "Designated Maturity" shall mean the relevant period of one day,
- (ii) "Moscow Banking Day" shall mean any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Moscow and

"Reset Date" shall mean the Business Day prior to the day on which the rate does not appear on <ProviderName> Screen "<ProviderPage>", on the website of the Bank of Russia and on the website [www.ruonia.ru](http://www.ruonia.ru)

Spread: None

Floating Rate Day Count Fraction: Actual/360

Reset Dates: The last day of each Calculation Period

Compounding: Inapplicable

Business Days: Moscow



# DRAFT

Calculation Agent: As agreed per Master Agreement

**Other Provisions:** None

**Account Details:**

Your Account for <CCY>: Please advise

Our Account for <CCY>: Commerzbank SSI

**Offices:**

- (a) The Office of Commerzbank AG for the Swap Transaction is Frankfurt am Main; and
- (b) The Office of Counterparty for the Swap Transaction is <Location>.

**Broker/Arranger:** None

Please send us your list of Authorised Signatures in an effort to optimise our documentation procedure.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully,

Commerzbank AG

Confirmed as of the date first above written:

ISDA Europe Customer



**D R A F T**



Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**

Tel +49 69 713-69338

Fax +49 69 713-22390

**Service Hotline Payments**

Tel +49 69 713-63664

Fax +49 69 713-22392

ISDA Europe Customer  
ISDA Europe Customer  
Street  
Zip & City

+496971326126

**postal address:**

GS-MO Derivatives Process Delivery  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

bank code 50080000

S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main,

**Swap Transaction**

Our Reference: CE164

Your Reference: Please advise

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between Commerzbank AG ("Commerzbank AG") and ISDA Europe Customer (the "Counterparty") on the Trade Date specified below (the "Swap Transaction").

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives 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.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of, and is subject to, the ISDA Master Agreement (the "Agreement") dated as of <Master Agreement Date>, as amended and supplemented from time to time, between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

**The Swap Transaction to which this Confirmation relates is a Swaption, the terms of which are as follows:**

**Swaption Terms:**

Trade Date:	<Trade Date>
Option Style:	European
Seller:	<Commerzbank AG/Counterparty>
Buyer:	<Commerzbank AG/Counterparty>
Premium:	<CCY> <Premium Amount>
Premium Payment Date:	<Premium Payment Date>
Business Days for Payments:	<Premium Business Days>
Exercise Business Day:	<Exercise Business Days>



# DRAFT

## Procedure for Exercise:

Expiration Date: <Expiration Date>  
Earliest Exercise Time: <09.00> a.m. <Brussels> time  
Expiration Time: <11.00> a.m. <Brussels> time  
Partial Exercise: Inapplicable  
Automatic Exercise: Applicable  
Threshold: 0.00000 %

## Settlement Terms:

Settlement: Cash  
Cash Settlement Valuation Time: <11.00 a.m.> <Brussels> time  
Valuation Business Day: <Valuation Business Days>  
Cash Settlement Payment Date: The <> Business Day next following the date the right granted pursuant hereto is exercised  
Cash Settlement Method: <Par Yield Curve – Unadjusted>  
Settlement Rate: ISDA Source – Reuter Monitor Money Rates Services page <ISDAFIX2> under the heading <"EURIBOR BASIS"> and above the caption <"11:00 AM FRANKFURT">  
Quotation Rate: mid



# DRAFT

**The particular terms of the Underlying Swap Transaction to which the Swaption relates are as follows:**

Notional Amount: <CCY> <Notional Amount>  
Effective Date: <Effective Date>  
Termination Date: <Termination Date>  
subject to adjustment in accordance with the Modified Following  
Business Day Convention.

**Fixed Amounts :**

Fixed Rate Payer: <Commerzbank AG/Counterparty>  
Fixed Rate Payer Payment Dates:  
Each <>, <>, <>, <>, <>, <>, starting with >FirstPaymentDate> up to,  
and including, the Termination Date,  
subject to adjustment in accordance with the Modified Following  
Business Day Convention.  
Fixed Rate: <Fixed Rate> % p.a.  
Fixed Rate Day Count Fraction: <Day Count Fraction>

**Floating Amounts :**

Floating Rate Payer: <Commerzbank AG/Counterparty>  
Floating Rate Payer Payment  
Dates:  
Each <>, <>, <>, <>, <>, <>, starting with >FirstPaymentDate> up to,  
and including, the Termination Date,  
subject to adjustment in accordance with the Modified Following  
Business Day Convention.  
Floating Rate Option : <Floating Rate Option>  
Designated Maturity : <>-Month  
Spread: None  
Floating Rate Day Count Fraction: <Day Count Fraction>  
Reset Dates: The first day of each Calculation Period  
Compounding: Inapplicable  
Business Days: <Business Days>  
Calculation Agent: As agreed per Master Agreement  
**Other Provisions:** None



# DRAFT

**Account Details:**

Your Account for <CCY>: Please advise

Our Account for <CCY>:

**Offices:**

- (a) The Office of Commerzbank AG for the Swap Transaction is <Location>; and
- (b) The Office of Counterparty for the Swap Transaction is <Location>.

**Broker/Arranger:** <None/Broker>

Please send us your list of Authorised Signatures in an effort to optimise our documentation procedure.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully,  
Commerzbank AG

Confirmed as of the date first above written:  
ISDA Europe Customer



**D R A F T**



Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**

Tel +49 69 713-69338

Fax +49 69 713-22390

**Service Hotline Payments**

Tel +49 69 713-63664

Fax +49 69 713-22392

ISDA Europe Customer  
ISDA Europe Customer  
Street  
Zip & City

+496971326126

**postal address:**

GS-MO Derivatives Process Delivery  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

bank code 50080000

S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main,

**Swap Transaction**

Our Reference: CE169

Your Reference: Please advise

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between Commerzbank AG ("Commerzbank AG") and ISDA Europe Customer (the "Counterparty") on the Trade Date specified below (the "Swap Transaction").

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives 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.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of, and is subject to, the ISDA Master Agreement (the "Agreement") dated as of <Master Agreement Date>, as amended and supplemented from time to time, between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

**The Swap Transaction to which this Confirmation relates is a Swaption, the terms of which are as follows:**

**Swaption Terms:**

Trade Date:	<Trade Date>
Option Style:	European
Seller:	<Commerzbank AG/Counterparty>
Buyer:	<Commerzbank AG/Counterparty>
Premium:	<CCY> <Premium Amount>
Premium Payment Date:	<Premium Payment Date>
Exercise Business Day:	<Exercise Business Days>





# DRAFT

**Procedure for Exercise:**

Expiration Date: <Expiration Date>  
Earliest Exercise Time: <09.00> a.m. <New York> time  
Expiration Time: <11.00> a.m. <New York> time  
Partial Exercise: Inapplicable  
Settlement Terms:  
Settlement: Physical

**The particular terms of the Underlying Swap Transaction to which the Swaption relates are as follows:**

Notional Amount: <CCY> <Notional Amount>  
Effective Date: <Effective Date>  
Termination Date: <Termination Date>  
subject to adjustment in accordance with the Modified Following  
Business Day Convention.

**Fixed Amounts :**

Fixed Rate Payer: <Commerzbank AG/Counterparty>  
Fixed Rate Payer Payment Dates: Each <>, <>, <>, <>, <>, <>, starting with >First Payment Date> up to,  
and including, the Termination Date,  
subject to adjustment in accordance with the Modified Following  
Business Day Convention.  
Fixed Rate: <Fixed Rate> % p.a.  
Fixed Rate Day Count Fraction: <Day Count Fraction>



# DRAFT

**Floating Amounts :**

Floating Rate Payer: <Commerzbank AG/Counterparty>

Floating Rate Payer Payment Dates:

Each <>, <>, <>, <>, <>, <>, starting with >First Payment Date> up to, and including, the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

Floating Rate Option : <Floating Rate Option>

Designated Maturity : <>-Month

Spread: None

Floating Rate Day Count Fraction: <Day Count Fraction>

Reset Dates: The first day of each Calculation Period

Compounding: Inapplicable

Business Days: <Business Days>

Calculation Agent: As agreed per Master Agreement

**Other Provisions:** None

**Account Details:**

Your Account for <CCY> Please advise

Our Account for <CCY>

**Offices:**

- (a) The Office of Commerzbank AG for the Swap Transaction is <Location>; and
- (b) The Office of Counterparty for the Swap Transaction is <Location>.

**Broker/Arranger:** None

Please send us your list of Authorised Signatures in an effort to optimise our documentation procedure.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully,

Confirmed as of the date first above written:

Commerzbank AG

ISDA Europe Customer



D R A F T



Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**

Tel +49 69 713-69338

Fax +49 69 713-22390

**Service Hotline Payments**

Tel +49 69 713-63664

Fax +49 69 713-22392

ISDA Europe Customer  
ISDA Europe Customer  
Street  
Zip & City

+496971326126

**postal address:**

GS-MO Derivatives Process Delivery  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

bank code 50080000  
S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main,

**Swap Transaction**

Our Reference: <reference>

Your Reference: Please advise

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between Commerzbank AG ("Commerzbank AG") and ISDA Europe Customer (the "Counterparty") on the Trade Date specified below (the "Swap Transaction").

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives 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.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of, and is subject to, the ISDA Master Agreement (the "Agreement") dated as of <Master Agreement Date>, as amended and supplemented from time to time, between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

**The Swap Transaction to which this Confirmation relates is a Swaption Straddle. The terms of each Swaption that comprises this Swaption Straddle are as follows:**

**Swaption Terms:**

Trade Date:	<Trade Date>
Option Style:	European
Seller:	<Commerzbank AG/Counterparty>
Buyer:	<Commerzbank AG/Counterparty>
Premium:	<CCY> <Premium Amount>
Premium Payment Date:	<Premium Payment Date>
Business Days for Payments:	<Premium Business Days>
Exercise Business Day:	<Exercise Business Days>



**D R A F T****Procedure for Exercise:**

Expiration Date: <Expiration Date>  
 Earliest Exercise Time: <09.00> a.m. <Brussels> time  
 Expiration Time: <11.00> a.m. <Brussels> time  
 Partial Exercise: Inapplicable  
 Automatic Exercise: Applicable  
 Threshold: 0.00000 %

**Settlement Terms:**

Settlement: Cash  
 Cash Settlement Valuation Time: <11.00 a.m.> <Brussels> time  
 Valuation Business Day: <Valuation Business Days>  
 Cash Settlement Payment Date: The <> Business Day next following the date the right granted pursuant hereto is exercised  
 Cash Settlement Method: <Par Yield Curve – Unadjusted>  
 Settlement Rate: ISDA Source – Reuter Monitor Money Rates Services page <ISDAFIX2> under the heading <"EURIBOR BASIS"> and above the caption <"11:00 AM FRANKFURT">  
 Quotation Rate: mid

**The particular terms of the Underlying Swap Transactions to which the Swaption Straddle relates are as follows:**

**Specific Terms for the Underlying Payer Swap:**

Fixed Rate Payer: Buyer  
 Floating Rate Payer: Seller

**Specific Terms for the Underlying Receiver Swap:**

Fixed Rate Payer: Seller  
 Floating Rate Payer: Buyer

**General Terms for both the Underlying Payer Swap and the Underlying Receiver Swap:**

Notional Amount: <CCY> <Notional Amount>  
 Effective Date: <Effective Date>



# DRAFT

Termination Date: <Termination Date>  
subject to adjustment in accordance with the Modified Following  
Business Day Convention.

**Fixed Amounts :**

Fixed Rate Payer Payment Dates:  
Each <>, <>, <>, <>, <>, <>, starting with >FirstPaymentDate> up to,  
and including, the Termination Date,  
subject to adjustment in accordance with the Modified Following  
Business Day Convention.

Fixed Rate: <Fixed Rate> % p.a.

Fixed Rate Day Count Fraction: <Day Count Fraction>

**Floating Amounts :**

Floating Rate Payer Payment  
Dates:  
Each <>, <>, <>, <>, <>, <>, starting with >FirstPaymentDate> up to,  
and including, the Termination Date,  
subject to adjustment in accordance with the Modified Following  
Business Day Convention.

Floating Rate Option : <Floating Rate Option>

Designated Maturity : <>-Month

Spread: None

Floating Rate Day Count Fraction: <Day Count Fraction>

Reset Dates: The first day of each Calculation Period

Compounding: Inapplicable

Business Days: <Business Days>

Calculation Agent: As agreed per Master Agreement

**Other Provisions:** None

**Account Details:**

Your Account for <CCY>: Please advise

Our Account for <CCY>:



# DRAFT

**Offices:**

- (a) The Office of Commerzbank AG for the Swap Transaction is <Location>; and
- (b) The Office of Counterparty for the Swap Transaction is <Location>.

**Broker/Arranger:**

<None/Broker>

Please send us your list of Authorised Signatures in an effort to optimise our documentation procedure.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully,

Commerzbank AG

Confirmed as of the date first above written:

ISDA Europe Customer



DRAFT



Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**

Tel +49 69 713-69338

Fax +49 69 713-22390

**Service Hotline Payments**

Tel +49 69 713-63664

Fax +49 69 713-22392

ISDA Europe Customer  
ISDA Europe Customer  
Street  
Zip & City

+fax number

**postal address:**

GS-MO Derivatives Process Delivery  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

bank code 50080000

S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main,

**Swap Transaction**

Our Reference: <reference>

Your Reference: Please advise

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between Commerzbank AG ("Commerzbank AG") and ISDA Europe Customer (the "Counterparty") on the Trade Date specified below (the "Swap Transaction").

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives 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.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of, and is subject to, the ISDA Master Agreement (the "Agreement") dated as of <Master Agreement Date>, as amended and supplemented from time to time, between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

**The Swap Transaction to which this Confirmation relates is a Swaption Straddle. The terms of each Swaption that comprises this Swaption Straddle are as follows:**

**Swaption Terms:**

Trade Date: <Trade Date>  
Option Style: European  
Seller: <Commerzbank AG/Counterparty>  
Buyer: <Commerzbank AG/Counterparty>  
Premium: <CCY> <Premium Amount>  
Premium Payment Date: <Premium Payment Date>  
Exercise Business Day: <Exercise Business Days>



# DRAFT

**Procedure for Exercise:**

Expiration Date: <Expiration Date>  
Earliest Exercise Time: <09.00> a.m. <New York> time  
Expiration Time: <11.00> a.m. <New York> time  
Partial Exercise: Inapplicable  
Settlement Terms:  
Settlement: Physical

**The particular terms of the Underlying Swap Transactions to which the Swaption Straddle relates are as follows:**

**Specific Terms for the Underlying Payer Swap:**

Fixed Rate Payer: Buyer  
Floating Rate Payer: Seller

**Specific Terms for the Underlying Receiver Swap:**

Fixed Rate Payer: Seller  
Floating Rate Payer: Buyer

**General Terms for both the Underlying Payer Swap and the Underlying Receiver Swap:**

Notional Amount: <CCY> <Notional Amount>  
Effective Date: <Effective Date>  
Termination Date: <Termination Date>  
subject to adjustment in accordance with the Modified Following Business Day Convention.

**Fixed Amounts :**

Fixed Rate Payer Payment Dates: Each <>, <>, <>, <>, <>, <>, starting with >First Payment Date> up to, and including, the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.  
Fixed Rate: <Fixed Rate> % p.a.  
Fixed Rate Day Count Fraction: <Day Count Fraction>





# DRAFT

## Floating Amounts :

Floating Rate Payer Payment Dates:

Each <>, <>, <>, <>, <>, <>, starting with >First Payment Date> up to, and including, the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

Floating Rate Option : <Floating Rate Option>

Designated Maturity : <>-Month

Spread: None

Floating Rate Day Count Fraction: <Day Count Fraction>

Reset Dates: The first day of each Calculation Period

Compounding: Inapplicable

Business Days: <Business Days>

Calculation Agent: As agreed per Master Agreement

**Other Provisions:** None

## Account Details:

Your Account for <CCY> Please advise

Our Account for <CCY>

## Offices:

- (a) The Office of Commerzbank AG for the Swap Transaction is <Location>; and
- (b) The Office of Counterparty for the Swap Transaction is <Location>.

**Broker/Arranger:** None

Please send us your list of Authorised Signatures in an effort to optimise our documentation procedure.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully,

Confirmed as of the date first above written:

Commerzbank AG

<ISDA Europe Customer>



D R A F T



ISDA Europe Customer  
ISDA Europe Customer  
Street  
Zip & City

+496971326126

Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**  
Tel +49 69 713-69338  
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**Service Hotline Payments**  
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**postal address:**

GS-MO Derivatives Process Delivery  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

bank code 50080000  
S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main,

**Total Rate of Return Swap Transaction**

Our Reference: <our reference>

Your Reference: Please advise

**Annex A  
Transaction Supplement**

This communication (this "**Transaction Supplement**") is entered into between Commerzbank AG ("Party A") and <Counterparty> ("Party B") on the Trade Date specified below.

The purpose of this Transaction Supplement is to confirm the terms and conditions of the Transaction entered into between Party A and Party B on the Trade Date specified below (the ("Transaction")). This Transaction Supplement is entered into under the Master Confirmation between Party A and Party B dated as of <Master Agreement Addendum LOAN\_TRS> (the ("Master Confirmation") and, together with the Master Confirmation constitutes a "Confirmation" as referred to in the Agreement (as defined in the Master Confirmation). Terms defined in the Master Confirmation and not otherwise defined herein shall have the meaning set forth in the Master Confirmation.

**The terms of the Transaction to which this Transaction Supplement relates are as follows:**

Trade Date:	<Trade Date>
Original Scheduled Termination Date:	<Termination Date>/<The date falling <six (6)> months after the Effective Date>
Floating Rate Option:	<Floating Rate Option>
Designated Maturity:	<Designated Maturity>
Spread:	<Spread>
Floating Rate Day Count Fraction:	<Floating Rate Day Count Fraction>
Floating Rate Payer Payment Dates:	<Each <Roll Over Termin>, starting with <Payment Date First> up to, and including, the Termination Date,>  <Two business days after each <Roll Dates>, starting with <First Roll Date> to, and including, the Termination Date,>



# DRAFT

subject to adjustment in accordance with the applicable Business Day Convention.

Swap Currency: <CCY>

Upfront Payment Amount: The amount as set forth in an electronic email from Commerzbank AG to Counterparty on the settlement date of the Reference Obligation.

Reference Obligation Initial Amount: <Reference Obligation Initial Amount>

Reference Obligation Initial Price: <Reference Obligation Initial Price>

Loan Agreement: <Loan Agreement>

Independent Amount Percentage: <Independent Amount Percentage>

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Transaction Supplement and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Transaction to which this Transaction Supplement relates and indicates your agreement to those terms.

Yours faithfully,

Confirmed as of the date first above written:

Commerzbank AG

ISDA Europe Customer



# DRAFT



Commerzbank AG

GS-MO Derivatives Process Delivery  
Service Hotline Documentation  
Tel +49 69 713-69338  
Fax +49 69 713-22390  
Service Hotline Payments  
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Fax +49 69 713-22392

DRV English Customer  
DRV English Customer  
Street  
Postcode City

postal address:

GS-MO Derivatives Process Delivery  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

+496971326126

bank code 50080000  
S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main,

**Interest Rate Swap & Asset Transaction - our Ref. No. <\_\_\_\_>**  
Your Reference: Please advise

Dear Sirs,

The purpose of this letter agreement (this „Confirmation“) is to confirm the terms and conditions of the Transaction entered into between us. This Confirmation forms part of and is subject to the Master Agreement for Financial Derivatives Transactions (the “Master Agreement“):

Master Agreement Date: <Master Agreement Date>

## I. Asset Transaction:

Purchaser: <Counterparty/Commerzbank>

Seller: <Counterparty/Commerzbank>

Asset: Issuer:  
Maturity:  
Rate:  
ISIN:  
CUSIP

Obligations: Save as provided in Clause 3 sub-Clause (3) of the Master Agreement, the following payment or delivery will be made to the other party:

- on Due Date for Settlement the Purchaser will pay the Purchase Price
- on Due Date for Settlement the Seller will deliver the Asset free of any rights of a third party against payment of the Purchase Price



# DRAFT

Purchase Price: On the Value Date, Purchaser shall pay EUR 15,500,000.00 to Seller being the purchase price of the Asset net of interest accrued in respect of the period in which the Value Date falls.

Value Date: <Value Date>

Delivery: On the Value Date, Seller shall in the manner customary for the settlement of the Asset, deliver the Asset to Purchaser's Account against payment of the Purchase Price to Seller's Account, such delivery to convey all rights, title and interest in the Asset to the Purchaser free and clear of any and all liens, changes, claims or encumbrances.

Purchaser's Account: Euroclear]/ [Clearstream]

Seller's Account: [Euroclear]/ [Clearstream]

## II. Interest Rate Swap Transaction:

Trade Date: <Trade Date>

Effective Date: <Effective Date>

Termination Date: <Termination Date>  
subject to adjustment to Clause 3 sub-clause 5 (c) of the Master Agreement.

Contractual Currency and Notional Amount: <CCY> <Notional Amount>

Payment Obligations: Save as provided in Clause 3 sub-Clause (3) of the Master Agreement, the following payments will be made to the other party:

- on each Due Date for Fixed Amounts the Fixed Amount Payer will pay the relevant Fixed Amount
- on each Due Date for Floating Amounts the Floating Amount Payer will pay the relevant Floating Amount

If the Floating Rate is negative, the absolute value of the Floating Amount will not be paid by the Floating Amount Payer, but by the other party, on the relevant Due Date for Floating Amounts

## Provisions concerning Fixed Amounts :

Fixed Amount Payer : <Fixed Rate Payer>

Fixed Rate : <Fixed Rate> % p.a.

Due Dates for Fixed Amounts : Each <>, <>, <>, <>, <>, <>, starting with <First Payment Date> up to, and including, the Termination Date, subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.

Day Count Fraction : <Day Count Fraction>



# DRAFT

## Provisions concerning Floating Amounts :

Floating Amount Payer : <Floating Rate Payer>

Floating Rate : Base Rate [plus Spread]

[Spread] [<Spread> % p.a./ none]

Base Rate : <Floating Rate Option> <Source>

Determination of the Base Rate : <Floating Rate Option> <Source> is the rate for <>-<Month/Days/Years>deposits in <CCY> disseminated through screen publication by <> page <Source> as of <Fixing Time> <Fixing Place> time.  
<> Banking Days in the Financial Centre <Fixing Place>, prior to the beginning of the relevant Calculation Period.

Rounding : If applicable the Base Rate will be rounded up or down to the nearest [1/1.000/ 1/10.000/ 1/100.000] percentage point.

Due Dates for Floating Amounts : Each <>, <>, <>, <>, <>, <>, starting with <First Payment Date> up to, and including, the Termination Date, subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.

Day Count Fraction : <Day Count Fraction>

Banking Day for Payments: <Payment Calendar>

### Payment Instructions:

Your Account for <CCY>: <Counterparty SSI>

Our Account for <CCY>: <Commerzbank SSI>

Broker: None

Special Provisions: None

This confirmation is sent to you by facsimile. If you should realize any discrepancy between the agreed terms and this confirmation please inform us as soon as possible

Please promptly confirm that the foregoing correctly sets forth the terms of our Transaction by having authorized officers sign this Confirmation and return it to us.

Yours sincerely

Agreed:

<Commerzbank>

<Counterparty >



# DRAFT



Commerzbank AG

GS-MO Derivatives Process Delivery  
Service Hotline Documentation  
Tel +49 69 713-69338  
Fax +49 69 713-22390  
Service Hotline Payments  
Tel +49 69 713-63664  
Fax +49 69 713-22392

DRV English Customer  
DRV English Customer  
Street  
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postal address:

GS-MO Derivatives Process Delivery  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

+496971326126

bank code 50080000  
S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main,

## **Bond Option Transaction – our Ref. No. <\_\_\_>**

Your Reference: Please advise

Dear Sirs,

The purpose of this letter agreement (this „Confirmation“) is to confirm the terms and conditions of the Transaction entered into between us. This Confirmation forms part of and is subject to the Master Agreement for Financial Derivatives Transactions (the “Master Agreement”) and the Addendum thereto for Options on Exchange Indices or Securities (the “Addendum”):

Master Agreement Date:	<Master Agreement Date>
Addendum Date:	<Addendum Date>
Trade Date:	<Trade Date>
Expiration Date:	<Expiration Date>
Option Seller („Seller“):	<Seller>
Option Buyer („Buyer“):	<Buyer>
Type of Option:	Put
Exercise Style:	European
Option Underlying:	Bundesanleihe Coupon: Issuer: Maturity: CUSIP ISIN:
Exercise Time:	03.30 p.m. local time in Frankfurt am Main
Strike Price:	100.00000 %
Contractual Currency:	<CCY>



# DRAFT

Financial Centre: For the purpose of exercise declarations, the location as set out in No.2, paragraph 2 of the Addendum, and for the purposes of payments, Frankfurt am Main

Exchange: Xetra

Nominal Amount per Option: <Notional Amount>

Number of Options: 1

Total Option Premium: <CCY> <Premium Amount>

Option Premium Due Date: payment in total on <Opt Premium Date>

Result of Exercise: Cash Settlement. The Seller's and the Buyer's obligations shall be determined pursuant to No. 5 of the Addendum.

Settlement Date for Cash Settlement Amount: The <> Banking Day in Frankfurt am Main following the Valuation Date.

## Payment Instructions:

Your Account for <CCY>: <Counterparty SSI>

Our Account for <CCY>: <Commerzbank SSI>

**Broker:** None

This confirmation is sent to you by facsimile. If you should realize any discrepancy between the agreed terms and this confirmation please inform us as soon as possible

Please promptly confirm that the foregoing correctly sets forth the terms of our Transaction by having authorized officers sign this Confirmation and return it to us.

Yours sincerely

Agreed:

< **Commerzbank** >

<**Counterparty** >





# DRAFT



Commerzbank AG

GS-MO Derivatives Process Delivery  
Service Hotline Documentation  
Tel +49 69 713-69338  
Fax +49 69 713-22390  
Service Hotline Payments  
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DRV English Customer  
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Theodor-Heuss-Allee 50,  
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bank code 50080000  
S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main,

## Bond Option Transaction – our Ref. No. <\_\_\_>

Your Reference: Please advise

Dear Sirs,

The purpose of this letter agreement (this „Confirmation“) is to confirm the terms and conditions of the Transaction entered into between us. This Confirmation forms part of and is subject to the Master Agreement for Financial Derivatives Transactions (the “Master Agreement”) and the Addendum thereto for Options on Exchange Indices or Securities (the “Addendum”):

Master Agreement Date:	<Master Agreement Date>
Addendum Date:	<Addendum Date>
Trade Date:	<Trade Date>
Expiration Date:	<Expiration Date>
Option Seller („Seller“):	<Seller>
Option Buyer („Buyer“):	<Buyer>
Type of Option:	Put
Exercise Style:	European
Option Underlying:	Bundesanleihe Coupon: Issuer: Maturity: CUSIP ISIN:
Exercise Time:	03.30 p.m. local time in Frankfurt am Main
Strike Price:	100.00000 %
Contractual Currency:	<CCY>



# DRAFT

Financial Centre: For the purposes of exercise declarations, the location as set out in No. 2, paragraph 2 of the Addendum, and for the purposes of deliveries and payments, Frankfurt am Main

Exchange: Xetra

Nominal Amount per Option: <Notional Amount>

Number of Options: 1

Total Option Premium: <CCY> <Premium Amount>

Option Premium Due Date: payment in total on <Opt Premium Date>

Result of Exercise: Delivery. The Seller's and the Buyer's obligations shall be determined pursuant to No. 5 of the Addendum.

Settlement Date for delivery of Option  
Underlying and payment of the Strike  
Price per (exercised) Option: The <> Banking Day in Frankfurt am Main following the Exercise Date.

## Payment Instructions:

Your Account for <CCY>: <Counterparty SSI>

Our Account for <CCY>: <Commerzbank SSI>

**Broker:** None

This confirmation is sent to you by facsimile. If you should realize any discrepancy between the agreed terms and this confirmation please inform us as soon as possible

Please promptly confirm that the foregoing correctly sets forth the terms of our Transaction by having authorized officers sign this Confirmation and return it to us.

Yours sincerely

Agreed:

< Commerzbank >

<Counterparty >



# DRAFT



Commerzbank AG

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+496971326126

bank code 50080000  
S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main,

## Rate Cap Transaction - our Ref. No. <\_\_\_>

Your Reference: Please advise

Dear Sirs,

The purpose of this letter agreement (this „Confirmation“) is to confirm the terms and conditions of the Transaction entered into between us. This Confirmation forms part of and is subject to the Master Agreement for Financial Derivatives Transactions (the “Master Agreement“):

Master Agreement Date: <Master Agreement Date>

Trade Date: <Trade Date>

Effective Date: <Effective Date>

Termination Date: <Termination Date>  
subject to adjustment to Clause 3 sub-clause 5 (c) of the Master Agreement.

Contractual Currency and Notional Amount: <CCY> <Notional Amount>

Payment Obligations: Save as provided in Clause 3 sub-Clause (3) of the Master Agreement, the following payments will be made to the other party:

- on the Due Date for the Premium the Buyer will pay the Premium
- on each Due Date for Settlement Amounts the Seller will pay the relevant Settlement Amount

## Provisions concerning Fixed Amounts

(„Premium“):

Premium Payer („Buyer“): <Fixed Rate Payer>

Premium : <CCY><Premium Amount>



# DRAFT

Due Dates for Premium :

<Premium Payment Date>  
subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of  
the Master Agreement.

## Provisions concerning Floating Amounts („Settlement Amounts“):

Settlement Amount Payer  
(„Seller“):

<Floating Rate Payer>

Cap Rate:

<Cap Rate> % p.a.

Floating Rate :

Base Rate

Base Rate :

<Floating Rate Option> <Source>

Determination of the Base Rate : <Floating Rate Option> <Source> is the rate for <>-  
<Month/Days/Years>deposits in <CCY> disseminated through screen  
publication by <> page <Source> as of <Fixing Time> <Fixing Place>  
time.  
<> Banking Days in the Financial Centre <Fixing Place>, prior to the  
beginning of the relevant Calculation Period.

Rounding :

If applicable the Base Rate will be rounded up or down to the nearest  
[1/1.000/ 1/10.000/ 1/100.000] percentage point.

Due Dates for  
Settlement Amounts :

Each <>, <>, <>, <>, <>, <>, starting with <First Payment Date> up to,  
and including, the Termination Date,  
subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of  
the Master Agreement.

Calculation of Settlement  
Amounts :

The Calculation will be made in accordance with the provisions of  
Clause 6 of the Master Agreement relating to floating amounts, subject  
to the condition that the Floating Rate is the Floating Rate as described  
above minus the Cap Rate.

Day Count Fraction :

<Day Count Fraction>

Banking Day for Payments:

<Payment Calendar>

### Payment Instructions:

Your Account for <CCY>:

<Counterparty SSI>

Our Account for <CCY>:

<Commerzbank SSI>

Broker:

None

Special Provisions:

None



# DRAFT

This confirmation is sent to you by facsimile. If you should realize any discrepancy between the agreed terms and this confirmation please inform us as soon as possible

Please promptly confirm that the foregoing correctly sets forth the terms of our Transaction by having authorized officers sign this Confirmation and return it to us.

Yours sincerely

Agreed:

<Commerzbank>

<Counterparty >



# DRAFT



Commerzbank AG

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Service Hotline Documentation  
Tel +49 69 713-69338  
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60486 Frankfurt am Main

+496971326126

bank code 50080000  
S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main,

## Rate Collar Transaction – our Ref. No. <\_\_\_>

Your Reference: Please advise

Dear Sirs,

The purpose of this letter agreement (this „Confirmation“) is to confirm the terms and conditions of the Transaction entered into between us. This Confirmation forms part of and is subject to the Master Agreement for Financial Derivatives Transactions (the “Master Agreement“):

Master Agreement Date: <Master Agreement Date>

Trade Date: <Trade Date>

Effective Date: <Effective Date>

Termination Date: <Termination Date>  
subject to adjustment to Clause 3 sub-clause 5 (c) of the Master Agreement.

Contractual Currency and Notional Amount: <CCY> <Notional Amount>

Payment Obligations: Save as provided in Clause 3 sub-Clause (3) of the Master Agreement, the following payments will be made to the other party:

- on each Due Date for Settlement Amounts the Seller will pay the relevant Settlement Amount

## Rate Floor Transaction:

### Provisions concerning Floating Amounts A („Settlement Amounts“):

Settlement Amount Payer A  
(„Seller“):

<Floating Rate Payer A>



# DRAFT

Floor Rate:	<Floor Rate> % p.a.
Floating Rate A:	Base Rate
Base Rate A:	<Floating Rate Option> <Source>
Determination of the Base Rate A:	<Floating Rate Option> <Source> is the rate for <>-<Month/Days/Years> deposits in <CCY> disseminated through screen publication by <> page <Source> as of <Fixing Time> <Fixing Place> time. <> Banking Days in the Financial Centre <Fixing Place>, prior to the beginning of the relevant Calculation Period.
Rounding A:	If applicable the Base Rate will be rounded up or down to the nearest [1/1.000/ 1/10.000/ 1/100.000] percentage point
Due Dates for Settlement Amounts A:	Each <>, <>, <>, <>, <>, <>, starting with <FirstPaymentDate> up to, and including, the Termination Date, subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.
Calculation of Settlement Amounts A:	The Calculation will be made in accordance with the provisions of Clause 6 of the Master Agreement relating to floating amounts, subject to the condition that the Floating Rate is the Floor Rate minus the Floating Rate as described above.
Day Count Fraction A:	<Day Count Fraction>

## Rate Cap Transaction:

### Provisions concerning Floating Amounts B („Settlement Amounts“):

Settlement Amount Payer B („Seller“):	<Floating Rate Payer B>
Cap Rate:	<Cap Rate> % p.a.
Floating Rate B:	Base Rate
Base Rate B:	<Floating Rate Option> <Source>
Determination of the Base Rate B:	<Floating Rate Option> <Source> is the rate for <>-<Month/Days/Years> deposits in <CCY> disseminated through screen publication by <> page <Source> as of <Fixing Time> <Fixing Place> time. <> Banking Days in the Financial Centre <Fixing Place>, prior to the beginning of the relevant Calculation Period.
Rounding B:	If applicable the Base Rate will be rounded up or down to the nearest [1/1.000/ 1/10.000/ 1/100.000] percentage point



# DRAFT

Due Dates for  
Settlement Amounts B:

Each <>, <>, <>, <>, <>, <>, starting with <First Payment Date> up to, and including, the Termination Date, subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.

Calculation of Settlement  
Amounts B:

The Calculation will be made in accordance with the provisions of Clause 6 of the Master Agreement relating to floating amounts, subject to the condition that the Floating Rate is the Floating Rate as described above minus the Cap Rate.

Day Count Fraction B:

<Day Count Fraction>

Banking Day for Payments:

<Payment Calendar>

**Payment Instructions:**

Your Account for <CCY>:

<Counterparty SSI>

Our Account for <CCY>:

<Commerzbank SSI>

**Broker:**

None

**Special Provisions:**

None

This confirmation is sent to you by facsimile. If you should realize any discrepancy between the agreed terms and this confirmation please inform us as soon as possible

Please promptly confirm that the foregoing correctly sets forth the terms of our Transaction by having authorized officers sign this Confirmation and return it to us.

Yours sincerely

Agreed:

<Commerzbank>

<Counterparty >





# DRAFT



Commerzbank AG

GS-MO Derivatives Process Delivery  
Service Hotline Documentation  
Tel +49 69 713-69338  
Fax +49 69 713-22390  
Service Hotline Payments  
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Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

+496971326126

bank code 50080000  
S.W.I.F.T.: DRESDEFSTY

Frankfurt am Main,

## Cross Currency Rate Swap Transaction – our Ref. No. <\_\_\_>

Your Reference: Please advise

Dear Sirs,

The purpose of this letter agreement (this „Confirmation“) is to confirm the terms and conditions of the Transaction entered into between us. This Confirmation forms part of and is subject to the Master Agreement for Financial Derivatives Transactions (the “Master Agreement“):

Master Agreement Date: <Master Agreement Date>

Trade Date: <Trade Date>

Effective Date: <Effective Date>

Termination Date: <Termination Date>  
subject to adjustment to Clause 3 sub-clause 5 (c) of the Master Agreement.

Payment Obligations: Save as provided in Clause 3 sub-Clause (3) of the Master Agreement, the following payments will be made to the other party:

- on each Due Date for Floating Amounts A the Floating Amount Payer A will pay the relevant Floating Amount A
- on each Due Date for Floating Amounts B the Floating Amount Payer B will pay the relevant Floating Amount B
- The relevant amount for each party as mentioned under Initial Exchange on the Due Date for Initial Exchange
- The relevant amount for each party as mentioned under Final Exchange on the Due Date for Final Exchange

If the Floating Rate A is negative, the absolute value of the Floating Amount A will not be paid by the Floating Amount Payer A, but by the other party, on the relevant Due Date for Floating Amounts A



# DRAFT

If the Floating Rate B is negative, the absolute value of the Floating Amount B will not be paid by the Floating Amount Payer B, but by the other party, on the relevant Due Date for Floating Amounts B

## Provisions concerning Floating Amounts A:

Floating Amount Payer A: <Floating Rate Payer A>

Currency and Notional for Floating Amounts A: <CCY1> <NotionalAmount1>

Floating Rate A: Basis-Satz [plus Spread]

[Spread A] [<Spread> % p.a./ none]

Base Rate A: <Floating Rate Option> <Source>

Determination of the Base Rate A: <Floating Rate Option> <Source> is the rate for <>-<Month/Days/Years>deposits in <CCY> disseminated through screen publication by <> page <Source> as of <Fixing Time> <Fixing Place> time.  
<> Banking Days in the Financial Centre <Fixing Place>, prior to the beginning of the relevant Calculation Period.

Rounding A: If applicable the Base Rate will be rounded up or down to the nearest [1/1.000/ 1/10.000/ 1/100.000] percentage point.

Due Dates for Floating Amounts A: Each <>, <>, <>, <>, <>, <>, starting with <FirstPaymentDate> up to, and including, the Termination Date, subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.

Day Count Fraction A: <Day Count Fraction>

## Provisions concerning Floating Amounts B:

Floating Amount Payer B: <Floating Rate Payer B>

Currency and Notional for Floating Amounts B: <CCY2> <NotionalAmount2>

Floating Rate B: Basis-Satz [plus Spread]

[Spread B] [<Spread> % p.a./ nicht anwendbar]

Base Rate B: <Floating Rate Option> <Source>

Determination of the Base Rate B: <Floating Rate Option> <Source> is the rate for <>-<Month/Days/Years>deposits in <CCY> disseminated through screen publication by <> page <Source> as of <Fixing Time> <Fixing Place> time.  
<> Banking Days in the Financial Centre <Fixing Place>, prior to the beginning of the relevant Calculation Period.



# DRAFT

Rounding B: If applicable the Base Rate will be rounded up or down to the nearest [1/1.000/ 1/10.000/ 1/100.000] percentage point.

Due Dates for Floating Amounts B: Each <>, <>, <>, <>, <>, <>, starting with <FirstPaymentDate> up to, and including, the Termination Date, subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.

Day Count Fraction B: <Day Count Fraction>

Banking Day for Payments: <Payment Calendar>

## Initial Exchange:

Due Date for Initial Exchange: <EffectiveDate>

<Counterparty/Commerzbank>: <CCY1> <NotionalAmount1>

<Counterparty/Commerzbank>: <CCY2> <NotionalAmount2>

## Final Exchange:

Due Date for Final Exchange: <TerminationDate>  
subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.

<Counterparty/Commerzbank>: <CCY2> <NotionalAmount2>

<Counterparty/Commerzbank>: <CCY1> <NotionalAmount1>

## Payment Instructions:

Your Account for <CCY1>: <Counterparty SSI>

Our Account for <CCY1>: <Commerzbank SSI>

Your Account for <CCY2>: <Counterparty SSI>

Our Account for <CCY2>: <Commerzbank SSI>

**Broker:** None

**Special Provisions:** None

This confirmation is sent to you by facsimile. If you should realize any discrepancy between the agreed terms and this confirmation please inform us as soon as possible

Please promptly confirm that the foregoing correctly sets forth the terms of our Transaction by having authorized officers sign this Confirmation and return it to us.

Yours sincerely

Agreed:

<Commerzbank>

<Counterparty >



# DRAFT



Commerzbank AG

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Service Hotline Documentation  
Tel +49 69 713-69338  
Fax +49 69 713-22390  
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Tel +49 69 713-63664  
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bank code 50080000  
S.W.I.F.T.: DRESDEFPTS

Frankfurt am Main,

## Cross Currency Rate Swap Transaction – our Ref. No. <\_\_\_>

Your Reference: Please advise

Dear Sirs,

The purpose of this letter agreement (this „Confirmation“) is to confirm the terms and conditions of the Transaction entered into between us. This Confirmation forms part of and is subject to the Master Agreement for Financial Derivatives Transactions (the “Master Agreement“):

Master Agreement Date: <Master Agreement Date>

Trade Date: <Trade Date>

Effective Date: <Effective Date>

Termination Date: <Termination Date>  
subject to adjustment to Clause 3 sub-clause 5 (c) of the Master Agreement.

Payment Obligations: Save as provided in Clause 3 sub-Clause (3) of the Master Agreement, the following payments will be made to the other party:

- on each Due Date for Floating Amounts A the Floating Amount Payer A will pay the relevant Floating Amount A
- on each Due Date for Floating Amounts B the Floating Amount Payer B will pay the relevant Floating Amount B
- The relevant amount for each party as mentioned under Initial Exchange on the Due Date for Initial Exchange
- The relevant amount for each party as mentioned under Final Exchange on the Due Date for Final Exchange



# DRAFT

If the Notional Amount for Floating Amounts A for any Calculation Period will be greater than the Notional Amount for Floating Amounts A for the previous Calculation Period, the difference between these Notional Amounts will be paid by the other party to the Floating Amount Payer A.

If the Notional Amount for Floating Amounts A for any Calculation Period will be less than the Notional Amount for Floating Amounts A for the previous Calculation Period, the difference between these Notional Amounts will be paid by the Floating Amount Payer A to the other party.

If the Floating Rate A is negative, the absolute value of the Floating Amount A will not be paid by the Floating Amount Payer A, but by the other party, on the relevant Due Date for Floating Amounts A

If the Floating Rate B is negative, the absolute value of the Floating Amount B will not be paid by the Floating Amount Payer B, but by the other party, on the relevant Due Date for Floating Amounts B

## Provisions concerning Floating Amounts A:

Floating Amount Payer A: <Floating Rate Payer A>

Currency and Notional for Floating Amounts A: <CCY1> <NotionalAmount1> for the first Calculation Period.

The <CCY1> -Currency Amount for all subsequent Calculation Periods will be the <CCY1> equivalent of <CCY2> <NotionalAmount2>, converted with the <CCY2> /<CCY1> spot rate quoted on Reuter Monitor Money Rates Services-Screen FXFIX at (or about) 11.00 a.m. London time 2 London Banking Days prior to the Due Date of the preceding Calculation Period.

Floating Rate A: Basis-Satz [plus Spread]

[Spread A] [<Spread> % p.a./ none]

Base Rate A: <Floating Rate Option> <Source>

Determination of the Base Rate A: <Floating Rate Option> <Source> is the rate for <>- <Month/Days/Years>deposits in <CCY> disseminated through screen publication by <> page <Source> as of <Fixing Time> <Fixing Place> time.  
<> Banking Days in the Financial Centre <Fixing Place>, prior to the beginning of the relevant Calculation Period.

Rounding A: If applicable the Base Rate will be rounded up or down to the nearest [1/1.000/ 1/10.000/ 1/100.000] percentage point.

Due Dates for Floating Amounts A: Each <>, <>, <>, <>, <>, <>, starting with <FirstPaymentDate> up to, and including, the Termination Date, subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.

Day Count Fraction A: <Day Count Fraction>



# DRAFT

## Provisions concerning Floating Amounts B:

Floating Amount Payer B: <Floating Rate Payer B>

Currency and Notional for Floating Amounts B: <CCY2> <NotionalAmount2>

Floating Rate B: Basis-Satz [plus Spread]

[Spread B] [<Spread> % p.a./ none]

Base Rate B: <Floating Rate Option> <Source>

Determination of the Base Rate B: <Floating Rate Option> <Source> is the rate for <>-<Month/Days/Years>deposits in <CCY> disseminated through screen publication by <> page <Source> as of <Fixing Time> <Fixing Place> time.  
<> Banking Days in the Financial Centre <Fixing Place>, prior to the beginning of the relevant Calculation Period.

Rounding B: If applicable the Base Rate will be rounded up or down to the nearest [1/1.000/ 1/10.000/ 1/100.000] percentage point.

Due Dates for Floating Amounts B: Each <>, <>, <>, <>, <>, <>, starting with <FirstPaymentDate> up to, and including, the Termination Date, subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.

Day Count Fraction B: <Day Count Fraction>

Banking Day for Payments: <Payment Calendar>

## Initial Exchange:

Due Date for Initial Exchange: <Effective Date>

<Counterparty/Commerzbank>: <CCY1> <NotionalAmount1>

<Counterparty/Commerzbank>: <CCY2> <NotionalAmount2>

## Final Exchange:

Due Date for Final Exchange: <Termination Date>  
subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.

<Counterparty/Commerzbank>: <CCY2> <NotionalAmount2>

<Counterparty/Commerzbank>: <CCY1> <NotionalAmount1>



# DRAFT

**Payment Instructions:**

Your Account for <CCY1>: <Counterparty SSI>  
Our Account for <CCY1>: <Commerzbank SSI>  
Your Account for <CCY2>: <Counterparty SSI>  
Our Account for <CCY2>: <Commerzbank SSI>

**Broker:** None

**Special Provisions:** None

This confirmation is sent to you by facsimile. If you should realize any discrepancy between the agreed terms and this confirmation please inform us as soon as possible

Please promptly confirm that the foregoing correctly sets forth the terms of our Transaction by having authorized officers sign this Confirmation and return it to us.

Yours sincerely

<Commerzbank>

Agreed:

<Counterparty >



# DRAFT



Commerzbank AG

GS-MO Derivatives Process Delivery  
Service Hotline Documentation  
Tel +49 69 713-69338  
Fax +49 69 713-22390  
Service Hotline Payments  
Tel +49 69 713-63664  
Fax +49 69 713-22392

DRV English Customer  
DRV English Customer  
Street  
Postcode City

postal address:

GS-MO Derivatives Process Delivery  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

+496971326126

bank code 50080000  
S.W.I.F.T.: DRESDEFPTS

Frankfurt am Main,

**Rate Floor Transaction - our Ref. No. <\_\_\_>**  
Your Reference: Please advise

Dear Sirs,

The purpose of this letter agreement (this „Confirmation“) is to confirm the terms and conditions of the Transaction entered into between us. This Confirmation forms part of and is subject to the Master Agreement for Financial Derivatives Transactions (the “Master Agreement“):

Master Agreement Date: <Master Agreement Date>

Trade Date: <Trade Date>

Effective Date: <Effective Date>

Termination Date: <Termination Date>  
subject to adjustment to Clause 3 sub-clause 5 (c) of the Master Agreement.

Contractual Currency and Notional Amount: <CCY> <Notional Amount>

Payment Obligations: Save as provided in Clause 3 sub-Clause (3) of the Master Agreement, the following payments will be made to the other party:

- on the Due Date for the Premium the Buyer will pay the Premium
- on each Due Date for Settlement Amounts the Seller will pay the relevant Settlement Amount

## Provisions concerning Fixed Amounts („Premium“):

Premium Payer („Buyer“): <Fixed Rate Payer>

Premium : <CCY><Premium Amount>





# DRAFT

Due Dates for Premium :

<Premium Payment Date>  
subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of  
the Master Agreement.

## Provisions concerning Floating Amounts („Settlement Amounts“):

Settlement Amount Payer  
(„Seller“):

<Floating Rate Payer>

Floor Rate:

<Floor Rate> % p.a.

Floating Rate :

Base Rate

Base Rate :

<Floating Rate Option> <Source>

Determination of the Base Rate : <Floating Rate Option> <Source> is the rate for <>-  
<Month/Days/Years>deposits in <CCY> disseminated through screen  
publication by <> page <Source> as of <Fixing Time> <Fixing Place>  
time.  
<> Banking Days in the Financial Centre <Fixing Place>, prior to the  
beginning of the relevant Calculation Period.

Rounding :

If applicable the Base Rate will be rounded up or down to the nearest  
[1/1.000/ 1/10.000/ 1/100.000] percentage point.

Due Dates for  
Settlement Amounts :

Each <>, <>, <>, <>, <>, <>, starting with <FirstPaymentDate> up to,  
and including, the Termination Date,  
subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of  
the Master Agreement.

Calculation of Settlement  
Amounts :

The Calculation will be made in accordance with the provisions of  
Clause 6 of the Master Agreement relating to floating amounts, subject  
to the condition that the Floating Rate is the Floor Rate minus the  
Floating Rate as described above.

Day Count Fraction :

<Day Count Fraction>

Banking Day for Payments:

<Payment Calendar>

### Payment Instructions:

Your Account for <CCY>:

<Counterparty SSI>

Our Account for <CCY>:

<Commerzbank SSI>

Broker:

None

Special Provisions:

None



# DRAFT

This confirmation is sent to you by facsimile. If you should realize any discrepancy between the agreed terms and this confirmation please inform us as soon as possible

Please promptly confirm that the foregoing correctly sets forth the terms of our Transaction by having authorized officers sign this Confirmation and return it to us.

Yours sincerely

Agreed:

<Commerzbank>

<Counterparty >



# DRAFT



Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**

Tel +49 69 713-69338

Fax +49 69 713-22390

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Tel +49 69 713-63664

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**postal address:**

GS-MO Derivatives Process Delivery  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

bank code 50080000

S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main,

DRV English Customer  
DRV English Customer  
Street  
Postcode City

+496971326126

**Forward Rate Agreement - -- our Ref. No. <\_\_\_>**

Your Reference: Please advise

Dear Sirs,

The purpose of this letter agreement (this „Confirmation“) is to confirm the terms and conditions of the Transaction entered into between us. This Confirmation forms part of and is subject to the Master Agreement for Financial Derivatives Transactions (the “Master Agreement“):

Master Agreement Date: <Master Agreement Date>

Trade Date: <Trade Date>

Effective Date: <Effective Date>

Termination Date: <Termination Date>  
subject to adjustment to Clause 3 sub-clause 5 (c) of the Master Agreement.

Contractual Currency and Notional Amount: <CCY> <Notional Amount>

Payment Obligations: Save as provided in Clause 3 sub-Clause (3) of the Master Agreement, on the Due Date for the Settlement Amount, the Settlement Amount Payer will pay such amount to the other party.

**Provisions concerning Floating Amounts („Settlement Amount“):**

Settlement Amount Payer: <Counterparty/Commerzbank> („Seller“), if the Base Rate is higher than the Forward Rate,

or

<Counterparty/Commerzbank> („Buyer“), if the Base Rate is lower than the Forward Rate.

Forward Rate: <Fixed Rate> % p.a.



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# DRAFT

Floating Rate : Base Rate

Base Rate : <Floating Rate Option> <Source>

Determination of the Base Rate : <Floating Rate Option> <Source> is the rate for <>-<Month/Days/Years>deposits in <CCY> disseminated through screen publication by <> page <Source> as of <Fixing Time> <Fixing Place> time.  
<> Banking Days in the Financial Centre <Fixing Place>, prior to the beginning of the relevant Calculation Period.

Rounding : If applicable the Base Rate will be rounded up or down to the nearest [1/1.000/ 1/10.000/ 1/100.000] percentage point.

Due Date for Settlement Amount : One single Payment on the Effective Date, subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.

Calculation of Settlement Amount : The Calculation will be made in accordance with the provisions of Clause 6 of the Master Agreement relating to floating amounts, subject to the condition that the Floating Rate is the difference between the Base Rate and the Forward Rate and that the floating amount is discounted in accordance with Clause 6 sub-Clause (4).

Day Count Fraction : <DayCountFraction>

Banking Day for Payments: <Payment Calendar>

**Payment Instructions:**

Your Account for <CCY>: <Counterparty SSI>

Our Account for <CCY>: <Commerzbank SSI>

**Broker:** None

**Special Provisions:** None

This confirmation is sent to you by facsimile. If you should realize any discrepancy between the agreed terms and this confirmation please inform us as soon as possible

Please promptly confirm that the foregoing correctly sets forth the terms of our Transaction by having authorized officers sign this Confirmation and return it to us.

Yours sincerely

<Commerzbank>

Agreed:

<Counterparty >



\* C E 1 3 1 \*

# DRAFT



Commerzbank AG

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Service Hotline Documentation  
Tel +49 69 713-69338  
Fax +49 69 713-22390  
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DRV English Customer  
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Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

+496971326126

bank code 50080000  
S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main,

## Interest Rate Swap - Ref. No. CE081

Your Reference: Please advise

Dear Sirs,

The purpose of this letter agreement (this „Confirmation“) is to confirm the terms and conditions of the Transaction entered into between us. This Confirmation forms part of and is subject to the Master Agreement for Financial Derivatives Transactions (the “Master Agreement“):

Master Agreement Date: <Master Agreement Date>

Trade Date: <Trade Date>

Effective Date: <Effective Date>

Termination Date: <Termination Date>  
subject to adjustment to Clause 3 sub-clause 5 (c) of the Master Agreement.

Contractual Currency and Notional Amount: <CCY> <Notional Amount>

Payment Obligations: Save as provided in Clause 3 sub-Clause (3) of the Master Agreement, the following payments will be made to the other party:

- on each Due Date for Floating Amounts A the Floating Amount Payer A will pay the relevant Floating Amount A
- on each Due Date for Floating Amounts B the Floating Amount Payer B will pay the relevant Floating Amount B

If the Floating Rate A is negative, the absolute value of the Floating Amount A will not be paid by the Floating Amount Payer A, but by the other party, on the relevant Due Date for Floating Amounts A

If the Floating Rate B is negative, the absolute value of the Floating Amount B will not be paid by the Floating Amount Payer B, but by the other party, on the relevant Due Date for Floating Amounts B



# DRAFT

## Provisions concerning Floating Amounts A:

Floating Amount Payer A: <Counterparty/Commerzbank>

Floating Rate A: Base Rate [plus Spread]

[Spread A] [<Spread> % p.a./ none]

Base Rate A: <Floating Rate Option> <Source>

Determination of the Base Rate A: <Floating Rate Option> <Source> is the rate for <-> <Month/Days/Years> deposits in <CCY> disseminated through screen publication by <-> page <Source> as of <Fixing Time> <Fixing Place> time.  
<-> Banking Days in the Financial Centre <Fixing Place>, prior to the beginning of the relevant Calculation Period.

Rounding A: If applicable the Base Rate will be rounded up or down to the nearest [1/1.000/ 1/10.000/ 1/100.000] percentage point.

Due Dates for Floating Amounts A: Each <->, <->, <->, <->, <->, <->, starting with <First Payment Date> up to, and including, the Termination Date, subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.

Day Count Fraction A: <Day Count Fraction>

### Calculation for interest on interest for Floating Amounts A:

Effective Date for interest on interest A: <Effective Date>

Termination Date for interest on interest A: <Termination Date> subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.

Calculation Period for interest on interest A: 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) the initial Compounding Period will commence on, and include, the Effective Date and (ii) the final Compounding Period will end on, but exclude, the Termination Date.

Due Dates for interest on interest A: Each <->, <->, <->, <->, <->, <->, <->, <->, <->, <->, <->, starting with <First Due Date> up to, and including, the Termination Date, subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.



# DRAFT

## Calculation for Floating Amounts

A:

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.

Whereby "Basic Compounding Period Amount" means with respect to any Compounding Period, an amount calculated as if a Floating Amount were being calculated for that Compounding Period, as follows:

Notional Amount x Base Rate plus Spread x Quotient

Whereby "Additional Compounding Period Amount" means with respect to any Compounding Period, an amount calculated on a formula basis for that Compounding Period as follows:

Flat Compounding Amount x Base Rate x Quotient

Whereby "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 Basis Compounding Period Amounts and the Additional Compounding Period Amounts for each of the previous Compounding Period in that Calculation Period.

## Provisions concerning Floating Amounts B:

Floating Amount Payer B <Counterparty/Commerzbank>

Floating Rate B: Base Rate [plus Spread]

[Spread B] [<Spread> % p.a./ none]

Base Rate B: <Floating Rate Option> <Source>

Determination of the Base Rate B : <Floating Rate Option> <Source> is the rate for <-> <Month/Days/Years> deposits in <CCY> disseminated through screen publication by <> page <Source> as of <Fixing Time> <Fixing Place> time.

<> Banking Days in the Financial Centre <Fixing Place>, prior to the beginning of the relevant Calculation Period.

Rounding B: If applicable the Base Rate will be rounded up or down to the nearest [1/1.000/ 1/10.000/ 1/100.000] percentage point.

Due Dates for Floating Amounts B:

Each <>, <>, <>, <>, <>, <>, starting with <FirstPaymentDate> up to, and including, the Termination Date, subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.

Day Count Fraction B: <Day Count Fraction>

Banking Day for Payments: <Payment Calendar>

## Payment Instructions:



# DRAFT

Your Account for <CCY>: <Counterparty SSI>  
Our Account for <CCY>: <Commerzbank SSI>  
**Broker:** None  
**Special Provisions:** None

This confirmation is sent to you by facsimile. If you should realize any discrepancy between the agreed terms and this confirmation please inform us as soon as possible

Please promptly confirm that the foregoing correctly sets forth the terms of our Transaction by having authorized officers sign this Confirmation and return it to us.

Yours sincerely

<Commerzbank>

Agreed:

<Counterparty >





# DRAFT



Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**

Tel +49 69 713-69338

Fax +49 69 713-22390

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bank code 50080000

S.W.I.F.T.: DRESDEFPTS

Frankfurt am Main,

DRV English Customer  
DRV English Customer  
Street  
Postcode City

+496971326126

**Interest Rate Swap – our Ref. No. <\_\_\_>**

Your Reference: Please advise

Dear Sirs,

The purpose of this letter agreement (this „Confirmation“) is to confirm the terms and conditions of the Transaction entered into between us. This Confirmation forms part of and is subject to the Master Agreement for Financial Derivatives Transactions (the “Master Agreement“):

Master Agreement Date: <Master Agreement Date>

Trade Date: <Trade Date>

Effective Date: <Effective Date>

Termination Date: <Termination Date>  
subject to adjustment to Clause 3 sub-clause 5 (c) of the Master Agreement.

Contractual Currency and Notional Amount: <CCY> <Notional Amount>

Payment Obligations: Save as provided in Clause 3 sub-Clause (3) of the Master Agreement, the following payments will be made to the other party:

- on each Due Date for Fixed Amounts the Fixed Amount Payer will pay the relevant Fixed Amount
- on each Due Date for Floating Amounts the Floating Amount Payer will pay the relevant Floating Amount

If the Floating Rate is negative, the absolute value of the Floating Amount will not be paid by the Floating Amount Payer, but by the other party, on the relevant Due Date for Floating Amounts



# DRAFT

## Provisions concerning Fixed Amounts :

Fixed Amount Payer : <Fixed Rate Payer>

Fixed Rate : <Fixed Rate> % p.a.

Due Dates for Fixed Amounts : Each <>, <>, <>, <>, <>, <>, starting with <First Payment Date> up to, and including, the Termination Date, subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.

Day Count Fraction : <Day Count Fraction>

## Provisions concerning Floating Amounts :

Floating Amount Payer : <Floating Rate Payer>

Floating Rate : Base Rate [plus Spread]

[Spread] [<Spread> % p.a./ none]

Base Rate : <Floating Rate Option> <Source>

Determination of the Base Rate : <Floating Rate Option> <Source> is the rate for <>- <Month/Days/Years> deposits in <CCY> disseminated through screen publication by <> page <Source> as of <Fixing Time> <Fixing Place> time. <> Banking Days in the Financial Centre <Fixing Place>, prior to the beginning of the relevant Calculation Period.

Rounding : If applicable the Base Rate will be rounded up or down to the nearest [1/1.000/ 1/10.000/ 1/100.000] percentage point.

Due Dates for Floating Amounts : Each <>, <>, <>, <>, <>, <>, starting with <First Payment Date> up to, and including, the Termination Date, subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.

Day Count Fraction : <DayCountFraction>

Banking Day for Payments: <Payment Calendar>

**Payment Instructions:**

Your Account for <CCY>: <Counterparty SSI>

Our Account for <CCY>: <Commerzbank SSI>

**Broker:** None

**Special Provisions:** None



# DRAFT

This confirmation is sent to you by facsimile. If you should realize any discrepancy between the agreed terms and this confirmation please inform us as soon as possible

Please promptly confirm that the foregoing correctly sets forth the terms of our Transaction by having authorized officers sign this Confirmation and return it to us.

Yours sincerely

Agreed:

<Commerzbank>

<Counterparty >



# DRAFT



Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**

Tel +49 69 713-69338

Fax +49 69 713-22390

**Service Hotline Payments**

Tel +49 69 713-63664

Fax +49 69 713-22392

**postal address:**

GS-MO Derivatives Process Delivery  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

bank code 50080000

S.W.I.F.T.: DRESDEFPTS

Frankfurt am Main,

DRV English Customer  
DRV English Customer  
Street  
Postcode City

+496971326126

**Interest Rate Swap – our Ref. No. <\_\_\_>**

Your Reference: Please advise

Dear Sirs,

The purpose of this letter agreement (this „Confirmation“) is to confirm the terms and conditions of the Transaction entered into between us. This Confirmation forms part of and is subject to the Master Agreement for Financial Derivatives Transactions (the “Master Agreement“):

Master Agreement Date: <Master Agreement Date>

Trade Date: <Trade Date>

Effective Date: <Effective Date>

Termination Date: <Termination Date>  
subject to adjustment to Clause 3 sub-clause 5 (c) of the Master Agreement.

Contractual Currency and Notional Amount: <CCY> <Notional Amount>

Payment Obligations: Save as provided in Clause 3 sub-Clause (3) of the Master Agreement, the following payments will be made to the other party:

- on each Due Date for Fixed Amounts the Fixed Amount Payer will pay the relevant Fixed Amount
- on each Due Date for Floating Amounts the Floating Amount Payer will pay the relevant Floating Amount

If the Floating Rate is negative, the absolute value of the Floating Amount will not be paid by the Floating Amount Payer, but by the other party, on the relevant Due Date for Floating Amounts



# DRAFT

## Provisions concerning Fixed Amounts :

Fixed Amount Payer :	<Fixed Rate Payer>
Fixed Rate :	<Fixed Rate> % p.a.
Due Dates for Fixed Amounts :	Each <>, <>, <>, <>, <>, <>, starting with <First Payment Date> up to, and including, the Termination Date, subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.
Day Count Fraction :	<Day Count Fraction>

## Provisions concerning Floating Amounts :

Floating Amount Payer :	<Floating Rate Payer>
Floating Rate :	Base Rate [plus Spread]
[Spread]	[<Spread> % p.a./ none]
Base Rate :	<Floating Rate Option> <Source>
Determination of the Base Rate :	<Floating Rate Option> <Source> is the rate for <>-<Month/Days/Years> deposits in <CCY> disseminated through screen publication by <> page <Source> as of <Fixing Time> <Fixing Place> time. <> Banking Days in the Financial Centre <Fixing Place>, prior to the beginning of the relevant Calculation Period.

For the initial Calculation Period the Base Rate will be fixed through a linear Interpolation between <>-<Month/Days/Years> and <>-<Month/Days/Years> rates in accordance with the following formula:

$$\text{Base Rate} = p_k + \frac{(p_i - p_k) \times (t_{\text{int}} - t_k)}{t_i - t_k}$$

$p_k$ : Rate for a <>-<Month/Days/Years> period starting with the initial  
 $p_i$ : Calculation Period  
 $t_k$ : Rate for a <>-<Month/Days/Years> period starting with the initial  
Calculation Period  
 $t_i$ : Number of Calendar Days of a <>-<Month/Days/Years> period  
starting with the initial Calculation Period  
 $t_{\text{int}}$ : Number of Calendar Days of a <>-<Month/Days/Years> period  
starting with the initial Calculation Period  
Number of Calendar Days of the initial Calculation Period

Rounding :	If applicable the Base Rate will be rounded up or down to the nearest [1/1.000/ 1/10.000/ 1/100.000] percentage point.
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Due Dates for Floating Amounts :	Each <>, <>, <>, <>, <>, <>, starting with <First Payment Date> up to, and including, the Termination Date,
----------------------------------	---



# DRAFT

subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.

Day Count Fraction : <DayCountFraction>

Banking Day for Payments: <Payment Calendar>

**Payment Instructions:**

Your Account for <CCY>: <Counterparty SSI>

Our Account for <CCY>: <Commerzbank SSI>

**Broker:** None

**Special Provisions:** None

This confirmation is sent to you by facsimile. If you should realize any discrepancy between the agreed terms and this confirmation please inform us as soon as possible

Please promptly confirm that the foregoing correctly sets forth the terms of our Transaction by having authorized officers sign this Confirmation and return it to us.

Yours sincerely

Agreed:

<Commerzbank>

<Counterparty >



# DRAFT



Commerzbank AG

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Service Hotline Documentation  
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60486 Frankfurt am Main

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bank code 50080000  
S.W.I.F.T.: DRESDEFFTSY

Frankfurt am Main,

## Interest Rate Swap – our Ref. No. <\_\_\_>

Your Reference: Please advise

Dear Sirs,

The purpose of this letter agreement (this „Confirmation“) is to confirm the terms and conditions of the Transaction entered into between us. This Confirmation forms part of and is subject to the Master Agreement for Financial Derivatives Transactions (the “Master Agreement“):

Master Agreement Date: <Master Agreement Date>

Trade Date: <Trade Date>

Effective Date: <Effective Date>

Termination Date: <Termination Date>  
subject to adjustment to Clause 3 sub-clause 5 (c) of the Master Agreement.

Contractual Currency and Notional Amount: <CCY> <Notional Amount>

Payment Obligations: Save as provided in Clause 3 sub-Clause (3) of the Master Agreement, the following payments will be made to the other party:

- on each Due Date for Fixed Amounts the Fixed Amount Payer will pay the relevant Fixed Amount
- on each Due Date for Floating Amounts the Floating Amount Payer will pay the relevant Floating Amount

If the Floating Rate is negative, the absolute value of the Floating Amount will not be paid by the Floating Amount Payer, but by the other party, on the relevant Due Date for Floating Amounts



\* C E O O 6 \*

# DRAFT

## Provisions concerning Fixed Amounts :

Fixed Amount Payer : <Fixed Rate Payer>

Fixed Rate : <Fixed Rate> % p.a.

Due Dates for Fixed Amounts : Each <>, <>, <>, <>, <>, <>, starting with <First Payment Date> up to, and including, the Termination Date, subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.

Day Count Fraction : <Day Count Fraction>

## Provisions concerning Floating Amounts :

Floating Amount Payer : <Floating Rate Payer>

Floating Rate : Basis-Satz [plus Spread]

[Spread] [<Spread> % p.a./ none]

Base Rate : <Floating Rate Option> <Source>

Determination of the Base Rate : <Floating Rate Option> <Source> is the rate for <>-<Month/Days/Years> deposits in <CCY> disseminated through screen publication by <> page <Source> as of <Fixing Time> <Fixing Place> time.  
<> Banking Days in the Financial Centre <Fixing Place>, prior to the beginning of the relevant Calculation Period.

Rounding : If applicable the Base Rate will be rounded up or down to the nearest [1/1.000/ 1/10.000/ 1/100.000] percentage point.

Due Dates for Floating Amounts : Each <>, <>, <>, <>, <>, <>, starting with <First Payment Date> up to, and including, the Termination Date, subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.

Day Count Fraction : <DayCountFraction>

Banking Day for Payments: <Payment Calendar>

## Payment Instructions:

Your Account for <CCY>: <Counterparty SSI>

Our Account for <CCY>: <Commerzbank SSI>

Broker: None





# DRAFT

## Special Provisions:

The “**Addendum Regarding Early Cash Settlement to the Master Agreement for Financial Derivatives Transaction**” dated <BRK-Addendum> shall be applicable, subject to the following provisions:

Termination Dates:

<EarlyTerminationDate>  
subject to adjustment in accordance with Clause 3 sub-Clause (5) (b) of the Master Agreement.

Declaration Date:

<> Banking Days prior to the Termination Date.

for determination of a Banking Day in this case London, TARGET-Day will be the Financial Centre.

Deadline on Declaration Date:

until 11.00 a.m. Brussels time.

Valuation Date:

<> Banking Days prior to the Termination Date.

Reference Banks:

Reference Banks will be agreed according to Clause 5 sub-Clause (1) of “Addendum Regarding Early Cash Settlement to the Master Agreement for Financial Derivatives Transactions”

This confirmation is sent to you by facsimile. If you should realize any discrepancy between the agreed terms and this confirmation please inform us as soon as possible

Please promptly confirm that the foregoing correctly sets forth the terms of our Transaction by having authorized officers sign this Confirmation and return it to us.

Yours sincerely

Agreed:

<Commerzbank>

<Counterparty >



\* C E O O 6 \*

# DRAFT



Commerzbank AG

GS-MO Derivatives Process Delivery  
**Service Hotline Documentation**

Tel +49 69 713-69338

Fax +49 69 713-22390

**Service Hotline Payments**

Tel +49 69 713-63664

Fax +49 69 713-22392

**postal address:**

GS-MO Derivatives Process Delivery  
Theodor-Heuss-Allee 50,  
60486 Frankfurt am Main

bank code 50080000

S.W.I.F.T.: DRESDEFPTS

Frankfurt am Main,

DRV English Customer  
DRV English Customer  
Street  
Postcode City

+496971326126

**Interest Rate Swap – our Ref. No. <\_\_\_>**

Your Reference: Please advise

Dear Sirs,

The purpose of this letter agreement (this „Confirmation“) is to confirm the terms and conditions of the Transaction entered into between us. This Confirmation forms part of and is subject to the Master Agreement for Financial Derivatives Transactions (the “Master Agreement“):

Master Agreement Date: <Master Agreement Date>

Trade Date: <Trade Date>

Effective Date: <Effective Date>

Termination Date: <Termination Date>  
subject to adjustment to Clause 3 sub-clause 5 (c) of the Master Agreement.

Contractual Currency and Notional Amount: <CCY> <Notional Amount>

Payment Obligations: Save as provided in Clause 3 sub-Clause (3) of the Master Agreement, the following payments will be made to the other party:

- on each Due Date for Fixed Amounts the Fixed Amount Payer will pay the relevant Fixed Amount
- on each Due Date for Floating Amounts the Floating Amount Payer will pay the relevant Floating Amount

If the Floating Rate is negative, the absolute value of the Floating Amount will not be paid by the Floating Amount Payer, but by the other party, on the relevant Due Date for Floating Amounts



# DRAFT

## Provisions concerning Fixed Amounts :

Fixed Amount Payer : <Fixed Rate Payer>

Fixed Rate : <Fixed Rate> % p.a.

Due Dates for Fixed Amounts : Each <>, <>, <>, <>, <>, <>, starting with <First Payment Date> up to, and including, the Termination Date, subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.

Day Count Fraction : <Day Count Fraction>

## Provisions concerning Floating Amounts :

Floating Amount Payer : <Floating Rate Payer>

Floating Rate : Basis-Satz [plus Spread]

[Spread] [<Spread> % p.a./ none]

Base Rate : <Floating Rate Option> <Source>

Determination of the Base Rate : <Floating Rate Option> <Source> is the rate for <>- <Month/Days/Years> deposits in <CCY> disseminated through screen publication by <> page <Source> as of <Fixing Time> <Fixing Place> time. <> Banking Days in the Financial Centre <Fixing Place>, prior to the beginning of the relevant Calculation Period.

Rounding : If applicable the Base Rate will be rounded up or down to the nearest [1/1.000/ 1/10.000/ 1/100.000] percentage point.

Due Dates for Floating Amounts : Each <>, <>, <>, <>, <>, <>, starting with <First Payment Date> up to, and including, the Termination Date, subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.

Day Count Fraction : <DayCountFraction>

Banking Day for Payments: <Payment Calendar>

**Payment Instructions:**

Your Account for <CCY>: <Counterparty SSI>

Our Account for <CCY>: <Commerzbank SSI>

**Broker:** None



# DRAFT

## Special Provisions:

<Counterparty/Commerzbank> shall have the right to terminate this Transaction by way of declaration to <Counterparty/Commerzbank> on the Termination Date. Such declaration, which shall be irrevocable, must be received on the Declaration Date until below given Deadline on Declaration Date.

Termination Dates:

<OptionalEarlyTermination>  
subject to adjustment in accordance with Clause 3 sub-Clause (5) (b) of the Master Agreement.

Declaration Date:

<> Banking Days prior to the Termination Date.  
for determination of a Banking Day in this case TARGET-Day will be the Financial Centre.

Deadline on Declaration Date:

until 03.30 p.m. Frankfurt am Main time.

As a result of such declaration any further mutual obligations of both parties required after the termination under this Transaction shall cease to exist and no further payment shall be made by the parties.

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Yours sincerely

Agreed:

<Commerzbank>

<Counterparty >



# DRAFT



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bank code 50080000  
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Frankfurt am Main,

**Interest Rate Swap – our Ref. No. <\_\_\_>**  
Your Reference: Please advise

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Trade Date: <Trade Date>

Effective Date: <Effective Date>

Termination Date: <Termination Date>  
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Contractual Currency and Notional Amount: <CCY> <Notional Amount>

Payment Obligations: Save as provided in Clause 3 sub-Clause (3) of the Master Agreement, the following payments will be made to the other party:

- on each Due Date for Fixed Amounts the Fixed Amount Payer will pay the relevant Fixed Amount
- on each Due Date for Floating Amounts the Floating Amount Payer will pay the relevant Floating Amount

If the Floating Rate is negative, the absolute value of the Floating Amount will not be paid by the Floating Amount Payer, but by the other party, on the relevant Due Date for Floating Amounts

## Provisions concerning Fixed Amounts :

Fixed Amount Payer : <Fixed Rate Payer>



# DRAFT

Fixed Rate : <Fixed Rate> % p.a.

Due Dates for Fixed Amounts : Each <>, <>, <>, <>, <>, <>, starting with <First Payment Date> up to, and including, the Termination Date, subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.

Day Count Fraction : <Day Count Fraction>

## Provisions concerning Floating Amounts :

Floating Amount Payer : <Floating Rate Payer>

Floating Rate : Base Rate

Base Rate: Overnight Rate EONIA

Determination of the Base Rate: The average rate "EONIA" is equivalent to the interest yield of the Reference Amount with the actual EUR overnight rate. The average rate will be calculated on the basis of the overnight rates (as published on Reuters page EONIA) provided that if a day is not a Banking Day the overnight rate of the preceding Banking Day will be reassessed. The Base Rate will be calculated subject to the following formula:

$$EONIA = \frac{360 \times \left( \prod_{i=t_A}^{t_p-1} \left( 1 + r_i \times \frac{d_i}{360} \right) - 1 \right)}{n}$$

EONIA: Base Rate

t<sub>A</sub>: Start Date of the relevant Calculation Period

t<sub>p</sub>: End Date of the relevant Calculation Period

r<sub>i</sub>: EUR Overnight Rate

d<sub>i</sub>: Number of days applicable to r<sub>i</sub>

n: Actual number of days elapsed within the Calculation Period for which the amount has to be calculated

Rounding : If applicable the Base Rate will be rounded up or down to the nearest 1/10.000 percentage point.

End Date for Calculation Period for Floating Amounts :

<PeriodEndDate>

subject to adjustment in accordance with Clause 3 sub-Clause (5) (c) of the Master Agreement.

Due Date for Floating Amounts :

The first Banking Day immediately following the End Date of the Calculation Period.

Day Count Fraction : <DayCountFraction>

Banking Day for Payments: TARGET-Day



# DRAFT

TARGET-Day: (a) for payments each day on which all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET) system are operational to effect such payments and  
(b) for other purposes each day on which the TARGET system is open.

**Payment Instructions:**

Your Account for <CCY>: <Counterparty SSI>  
Our Account for <CCY>: <Commerzbank SSI>

**Broker:** None

**Special Provisions:** None

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Yours sincerely

Agreed:

<Commerzbank>

<Counterparty >

