

#: MS# 112
Date: November 18, 2011
To: Distribution
From: Legal Department
Subject: Revisions to the MarkitSERV Operating Procedures – Rates DSMatch

At the close of business (NY) on Friday, November 18, 2011, MarkitSERV will implement enhancements to DSMatch for DSMatch Rates derivatives products. Please refer to Important Notice #111, "MarkitSERV DSMatch Rates – Maintenance Release" for detailed information. This notice refers to updates specific to the MarkitSERV Operating Procedures (the "Operating Procedures"). Capitalized terms used herein and not otherwise defined shall have those meanings referenced in the Operating Procedures.

- **Swaption Premium Carry-Over** – Support has been introduced to allow forwarding the payment of a Swaption Premium on novated Swaptions. The new fields added are "Affected Swaption Premium Amount", "Affected Swaption Premium Currency" and "Affected Swaption Premium Payment Date".
- **New ISDA Settlement Methods** – Support has been introduced for two new settlement methods for Swaptions, as set out in Supplement number 28 to the 2006 ISDA Definitions (published on September 30 2011), Cleared Physical Settlement and Collateralized Cash Price.
- **Update Italy Inflation Index** – Source for the ITL-WC-EXT-CPI has been updated from ITCPNIC to the current source, ITCPIUNR.

See attached blacklines of MarkitSERV Appendix F (Interest Rate Swap/Swaption), Appendix P (DRV Interest Rate Swap/Swaption) and the IFS Defaults and Valid Values worksheets in Appendix O Part B (Inflation Swaps) posted with the Operating Procedures on the DSMatch MarkitSERV website.

The enhancements referred to above are reflected on the attached documents and are effective upon implementation, unless otherwise noted. By submitting affected transactions to the applicable system, the User agrees to waive any applicable notice requirements relating to the changes.

Any questions or comments regarding this Important Notice or MarkitSERV in general should be directed to your account manager, CAG@markitserv.com or to:

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Part A of Appendix F to the MarkitSERV Operating Procedures

Interest Rate Swaps and Swaptions- Field Descriptions for Trades

General Field Descriptions

Use of Part A:

This Part A sets forth the legal significance of certain terms used in a Transaction Record with respect to trades in Interest Rate Swaps or Swaptions and relates them to (i) the 2000 ISDA Definitions or the 2006 ISDA Definitions, as specified in the Transaction Record and (ii) if the Field Descriptions Related to Non-Deliverable Swaps apply, the FX Definitions. This Part A does not purport to contain all of the provisions which may be set forth in a Confirmation.

The Confirmation for any Eligible Transaction constituting a trade in Interest Rate Swaps or Swaptions shall consist of (a) the terms and conditions set forth in a completed Transaction Record related to the Transaction, (b) this Part A and (c) the “IRS SPT Upload Field Parameters”, “IRS SPT Defaults” (to the extent applicable) and “Valid Values” worksheets in Part B.

This Part A should be read in conjunction with a completed Transaction Record for a trade in Interest Rate Swaps or Swaptions and the “IRS SPT Upload Field Parameters”, “IRS SPT Defaults” (to the extent applicable) and “Valid Values” worksheets in Part B. Notwithstanding the foregoing, certain terms set forth in such worksheets in Part B may be inconsistent with, or not supported by, the provisions of this Part A. In the event of any inconsistency between such terms and this Part A, the provisions of this Part A shall govern for purposes of the relevant Transaction. Transaction Records that incorporate such inconsistent or unsupported terms may not result in a properly documented Rate Swap Transaction or Swaption Transaction that operates under the 2000 ISDA Definitions or the 2006 ISDA Definitions, or may result in a Transaction inconsistent with the intent of the parties thereto. The Company shall not be responsible for any User’s incorporation or use of such inconsistent or unsupported terms in a Transaction Record or for any such result.

Provisions set forth in worksheets in Part B other than the “IRS SPT Upload Field Parameters”, “IRS SPT Defaults” or “Valid Values” worksheets are intended for descriptive purposes only. In the event of any inconsistency between such provisions and the terms set forth in this Part A, the terms set forth in this Part A shall govern for purposes of the Transaction.

References Generally:

Except as otherwise provided in this Part A or unless the context otherwise requires, references herein, with respect to any Eligible Transaction constituting a trade in Interest Rate Swaps or Swaptions, to a term typically specified in a Transaction Record, shall be to such term as specified in the Transaction

Record.

References to Part B:

References herein, with respect to any Eligible Transaction constituting a trade in Interest Rate Swaps or Swaptions, to Part B shall be to the version of the Excel spreadsheet designated as Part B by the Company that is in effect as of the Trade Date of such Transaction and which sets forth field parameters and default terms for Eligible Transactions in Interest Rate Swaps and Swaptions.

Product Type:

If “InterestSwaption” is applicable to a Transaction, the Transaction shall be a Swaption; otherwise, the Transaction shall be a single-currency Rate Swap Transaction.

Transaction:

The transaction with the terms set forth in the Transaction Record, this Part A and the “IRS SPT Upload Field Parameters”, “IRS SPT Defaults” (to the extent applicable) and “Valid Values” worksheets in Part B.

Defaults:

If “def” is specified for a term that is described as a defaulted term in the Transaction Record (whether through the designation of “D” is the corresponding portion of the column “Type” or through any other manner specified by the Company from time to time), then the value for such term will be as set forth in the applicable portion of the “IRS SPT Defaults” worksheet in Part B for the relevant Floating Rate Option.

For the avoidance of doubt, Users may override any defaulted term by specifying a valid value for such term in the Transaction Record.

Master Agreement Type:

This Part A shall apply only to Transactions where “ISDA”, “DTA”, “AFB/FBF” or “CMOF” is specified as the “Master Agreement Type” in the Transaction Record. If “DRV” is specified therein, the Transaction shall be governed by Appendix P to the Operating Procedures and Part A and Part B thereto.

Effective Date:

With respect to a Rate Swap Transaction, the date set forth in “Effective Date (Adjusted)”, without adjustment for any Business Day Convention; provided that if a separate Fixed Leg Effective Date and Floating Leg Effective Date are specified therein (or are otherwise specified in the Transaction Record), for purposes of the calculation of Fixed Amounts, the Effective Date will be the date so specified as the Fixed Leg Effective Date, without adjustment for any Business Day Convention, and for purposes of the calculation of Floating Amounts, the Effective Date will be the date so specified as the Floating Leg Effective Date, without adjustment for any Business Day Convention.

Adjustments where no Business Days or Business Day Convention is specified:	Except as expressly provided herein, where an applicable Business Day Convention or Business Days are not specified with respect to a date set forth in the Transaction Record, such date shall not be adjusted in accordance with any Business Day Convention, notwithstanding that such date would not be a Business Day with respect to another term set forth in the Transaction Record.
Financial Center Codes:	The Financial Center Codes used in Part B are set out in the “Business Centres” portion of the “Valid Values” worksheet in Part B or as otherwise specified by the Company.
Termination Date:	With respect to a Rate Swap Transaction, the date specified in the Transaction Record, subject to adjustment in accordance with the Business Day Convention set forth in “Termination Date Business Day Convention”, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Termination Date Business Days”; provided that if the “Termination Date Business Day Convention” is “Not Applicable”, the Termination Date for purposes of the Floating Amounts will be adjusted in accordance with the “Floating Leg Calculation Period Business Day Convention” and the Termination Date for purposes of the Fixed Amounts will be adjusted in accordance with the “Fixed Leg Calculation Period Business Day Convention”, in either case using the applicable Business Days determined pursuant to this provision; provided, further, that if “Termination Date Business Days” are not specified, the applicable Business Days for purposes of adjusting the Termination Date with respect to the Floating Amounts as set forth in this provision will be determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Floating Leg Calculation Period Business Days” and the applicable Business Days for purposes of adjusting the Termination Date with respect to Fixed Amounts as set forth in this provision will be determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Fixed Leg Calculation Period Business Days”.
Eligible Currencies:	The currencies related to the Floating Rate Options set forth in the “IRS SPT Defaults” worksheet in Part B.
Calculation Agent:	Except as otherwise provided in this Part A for purposes of the terms related to Early Termination, Swaptions and Non-Deliverable Swaps only, as set forth in the Master Agreement.

Notional Amount:	The amount in the “Notional Currency” specified in “Notional” (as modified for any applicable post-trade events); provided that with respect to an Interest Rate Swap if “Notional Schedule: Dates” is populated, the Notional Amount shall be reset on each date set forth therein to equal the corresponding amount in the “Notional Currency” set forth in “Notional Schedule: Notional Amounts” (with each such date subject to adjustment (i) with respect to the calculation of Floating Amounts, in accordance with the Business Day Convention set forth in “Floating Leg Calculation Period Business Day Convention”, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Floating Leg Calculation Period Business Days”) and (ii) with respect to the calculation of Fixed Amounts, in accordance with the Business Day Convention set forth in “Fixed Leg Calculation Period Business Day Convention”, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Fixed Leg Calculation Period Business Days”).
Additional Provisions for RUB/USD Transactions:	Where the selected Currency of the Transaction is RUB, the Additional Provisions for use with Deliverable Currency Disruption Events (“Additional Provisions”) and ISDA Deliverable Currency Fallback Matrix each as published by the International Swaps and Derivatives Association, Inc. on November 3, 2008, are deemed Applicable and incorporated into such Transaction and the Currency Pair for purposes of the Additional Provisions is RUB/USD.

Field Descriptions Related to the Fixed Rate Payer

Unless a Fixed Leg Reference Bond is applicable, the following provisions will apply to a Rate Swap Transaction or Underlying Swap Transaction.

Fixed Amount for Initial Calculation Period: (a) Unless both a “Fixed Initial Stub First Regular Period Start Date” and a “Fixed Initial Stub Amount” are specified, the Fixed Amount payable by the Fixed Rate Payer to the Floating Rate Payer with respect to the initial Fixed Rate Payer Calculation Period shall be determined in accordance with Section 5.1 of the 2000 ISDA Definitions or the 2006 ISDA Definitions; and

(b) notwithstanding anything contrary herein, in the 2000 ISDA Definitions or in the 2006 ISDA Definitions, if a “Fixed Initial Stub First Regular Period Start Date” and a “Fixed Initial Stub Amount” are both specified, the Fixed Amount payable by the Fixed Rate Payer to the Floating Rate Payer with respect to the initial Fixed Rate Payer Calculation Period shall be the amount

specified in “Fixed Initial Stub Amount”.

Fixed Amount for Final Calculation Period: (a) Unless both a “Fixed Final Stub Last Regular Period End Date” and a “Fixed Final Stub Amount” are specified, the Fixed Amount payable by the Fixed Rate Payer to the Floating Rate Payer with respect to the final Fixed Rate Payer Calculation Period shall be determined in accordance with Section 5.1 of the 2000 ISDA Definitions or the 2006 ISDA Definitions; and

(b) notwithstanding anything contrary herein, in the 2000 ISDA Definitions or in the 2006 ISDA Definitions, if a “Fixed Final Stub Last Regular Period End Date” and a “Fixed Final Stub Amount” are both specified, the Fixed Amount payable by the Fixed Rate Payer to the Floating Rate Payer with respect to the final Fixed Rate Payer Calculation Period shall be the amount specified in “Fixed Final Stub Amount”.

Fixed Rate Payer Payment Dates:

(a) If the “Fixed Leg Calculation Period Frequency” is the same period as the “Fixed Leg Payment Frequency” and “CalculationPeriodStartDate” is specified in “Fixed Leg Pay Relative to”, the first day of each Fixed Rate Payer Calculation Period (and for the avoidance of doubt, no payments shall be made on the Termination Date);

(b) if the “Fixed Leg Calculation Period Frequency” is the same period as the “Fixed Leg Payment Frequency” and “CalculationPeriodEndDate” is specified in “Fixed Leg Pay Relative to”, the day on which each Fixed Rate Payer Calculation Period ends (but which such Fixed Rate Payer Calculation Period excludes);

(c) if the “Fixed Leg Calculation Period Frequency” is a different period than the “Fixed Leg Payment Frequency”,

(i) if “CalculationPeriodStartDate” is specified in “Fixed Leg Pay Relative to”, the first Fixed Rate Payer Payment Date shall be the Effective Date and each subsequent Fixed Rate Payer Payment Date shall be the date that is such period specified in “Fixed Leg Payment Frequency” (with a number followed by “D”, “W”, “M”, “Y”, meaning that number of days, weeks, months or years, as applicable) after the immediately preceding date determined pursuant to this clause (c)(i) (in each case, subject to adjustment in accordance with the Fixed Leg Roll Convention specified in the Transaction Record and defined in the applicable portion of the “Valid Values” worksheet in Part B); provided if (X) a date is specified in “Fixed Initial Stub First Regular Period Start Date”, such date shall be the second Fixed Rate Payer Payment Date and each subsequent Fixed Rate Payer Payment Date after such date shall be determined as specified above and (Y) a date is specified in “Fixed Final Stub Last Regular Period End Date”, such date shall be the final Fixed Rate Payer Payment Date (and for the avoidance of doubt, no payments shall be made on the Termination Date); and

(ii) if “CalculationPeriodEndDate” is specified in “Fixed Leg Pay Relative to”, the first Fixed Rate Payer Payment Date shall be such period specified in “Fixed Leg Payment Frequency” (with a number followed by “D”, “W”, “M”, “Y”, meaning that number of days, weeks, months or years, as applicable) after the Effective Date and each subsequent Fixed Rate Payer Payment Date shall be the applicable date that is such period after the immediately preceding date determined pursuant to this clause (c)(ii) (in each case, subject to adjustment in accordance with the Fixed Leg Roll Convention specified in the Transaction Record and defined in the applicable portion of the “Valid Values” worksheet in Part B); provided if (X) a date is specified in “Fixed Initial Stub First Regular Period Start Date”, such date shall be the first Fixed Rate Payer Payment Date and each subsequent Fixed Rate Payer Payment Date after such date shall be determined as specified above and (Y) a date is specified in “Fixed Final Stub Last Regular Period End Date”, such date shall be the penultimate Fixed Rate Payer Payment Date (with the Termination Date being the final Fixed Rate Payer Period End Date); and

(d) if the “Fixed Leg Payment Frequency” is “1T”, then the sole Fixed Rate Payer Payment Date shall be (i) the Termination Date, if “CalculationPeriodEndDate” is specified in “Fixed Leg Pay Relative to” or (ii) the Effective Date, if “CalculationPeriodStartDate” is specified in “Fixed Leg Pay Relative to”;

provided that in each case, if a number of days, weeks, months or years, as applicable (or an abbreviation thereof, including a positive or negative number followed by “D”, “W”, “M”, “Y”, as applicable, or another abbreviation specified by the Company from time to time) is specified in “Fixed Leg Payment Days Lag”, each Fixed Rate Payer Payment Date shall be such number of days, weeks, months or years, as applicable, before (if a negative number is specified therein) or after (if a positive number is specified therein) the date determined pursuant to the applicable clause above.

Fixed Rate Payer Payment Dates shall be subject to adjustment in accordance with the Business Day Convention set forth in “Fixed Leg Payment Business Day Convention”, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Fixed Leg Payment Business Days”.

Notwithstanding anything contrary herein, if both a “Fixed Initial Stub First Regular Period Start Date” and “Fixed Final Stub Last Regular Period End Date” are specified, the period between any two Fixed Rate Payer Payment Dates, other than between the initial and final two Fixed Rate Payer Payment Dates, must be such number of days, weeks, months or years, as

applicable, as specified in “Fixed Leg Payment Frequency” (as adjusted by any applicable Fixed Leg Roll Convention). In the event that the period between any two Fixed Rate Payer Payment Dates, other than between the initial and final two Fixed Rate Payer Payment Dates, is not equal to the “Fixed Leg Payment Frequency”, the “Fixed Final Stub Last Regular Period End Date” specified in the Transaction Record shall be ignored.

Fixed Rate Payer Period End Dates:

The Fixed Rate Payer Period End Dates shall be determined as follows:

(a) If the “Fixed Leg Calculation Period Frequency” is a number of days, weeks, months or years, as applicable (or an abbreviation thereof, including a number followed by “D”, “W”, “M”, “Y”, as applicable, or another abbreviation specified by the Company from time to time),

then the first Fixed Rate Payer Period End Date shall be the date that is such number of days, weeks, months or years, as applicable, after the Effective Date and each subsequent Fixed Rate Payer Period End Date shall be the applicable date that is such number of days, weeks, months or years, as applicable, after the immediately preceding date determined pursuant to this clause (a) (in each case, subject to adjustment in accordance with the Fixed Leg Roll Convention specified in the Transaction Record and defined in the applicable portion of the “Valid Values” worksheet in Part B); provided if (X) a date is specified in “Fixed Initial Stub First Regular Period Start Date”, such date shall be the first Fixed Rate Payer Period End Date and each subsequent Fixed Rate Payer Period End Date after such date shall be determined as specified above and (Y) a date is specified in “Fixed Final Stub Last Regular Period End Date”, such date shall be the penultimate Fixed Rate Payer Period End Date (with the Termination Date being the final Fixed Rate Payer Period End Date); and

(b) if the “Fixed Leg Calculation Period Frequency” specified is “1T”,

then the sole Fixed Rate Payer Period End Date shall be the Termination Date.

Fixed Rate Payer Period End Dates shall be subject to adjustment in accordance with the Business Day Convention set forth in “Fixed Leg Calculation Period Business Day Convention”, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Fixed Leg Calculation Period Business Days”.

Notwithstanding anything contrary herein, if both a “Fixed Initial Stub First Regular Period Start Date” and “Fixed Final Stub Last Regular Period End Date” are specified, the length of

each Fixed Rate Payer Calculation Period, other than the initial and final Fixed Rate Payer Calculation Periods, must be such number of days, weeks, months or years, as applicable, as specified in “Fixed Leg Calculation Period Frequency” (as adjusted by any applicable Fixed Leg Roll Convention). In the event that the length of any Fixed Rate Payer Calculation Period, other than the initial and final Fixed Rate Payer Calculation Periods, is not equal to the “Fixed Leg Calculation Period Frequency”, the “Fixed Final Stub Last Regular Period End Date” specified in the Transaction Record shall be ignored.

Fixed Rate Payer Day Count Fraction: The Day Count Fraction set forth in “Fixed Leg Daycount Fraction” in the Transaction Record (as defined in the applicable portion of the “Valid Values” worksheet in Part B).

Fixed Rate Payer Calculation Period: As set out in Section 4.13 of the 2000 ISDA Definitions or the 2006 ISDA Definitions.

Fixed Rate: The rate set forth in “Fixed Rate”; provided that with respect to an Interest Rate Swap if “Fixed Rate Schedule: Dates” is populated, the Fixed Rate will be reset on each date set forth therein (in each case subject to adjustment in accordance with the Business Day Convention set forth in “Fixed Leg Calculation Period Business Day Convention”, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Fixed Leg Calculation Period Business Days”) to equal the corresponding rate set forth in “Fixed Rate Schedule: Fixed Rates”.

Relating Payments to Calculation Periods: Notwithstanding Section 9.1 of the 2000 ISDA Definitions or the 2006 ISDA Definitions, if “CalculationPeriodStartDate” is specified in “Fixed Leg Pay Relative to”, the Fixed Amount applicable to a Fixed Rate Payer Payment Date will be the Fixed Amount calculated with respect to the Fixed Rate Payer Calculation Period commencing on and including the Fixed Rate Payer Period End Date that is (or is closest in time to) that Fixed Rate Payer Payment Date (or, in the case of the first Fixed Rate Payer Calculation Period, the Effective Date), or if “CalculationPeriodEndDate” is so specified, the Fixed Amount with respect to a Fixed Rate Payer Payment Date will be the Fixed Amount calculated with respect to the Fixed Rate Payer Calculation Period ending on, but excluding, the Fixed Rate Payer Period End Date that is (or is closest in time to) that Fixed Rate Payer Payment Date (or, in the case of the last Fixed Rate Payer Calculation Period, the Termination Date).

Fixed Amount Where “Fixed Leg Payment Frequency” is “1T” and “Fixed Leg Calculation Period Frequency” is “1Y”:

If the “Fixed Leg Payment Frequency” is “1T” and “Fixed Leg Calculation Period Frequency” is “1Y” and the length of time from and including the Effective Date to but excluding the Termination Date exceeds one year, the Fixed Amount payable on the Termination Date shall be determined in accordance with the following formula:

$$A * [(1 + R)^n - 1],$$

where “A” is the Notional Amount, “R” is the Fixed Rate expressed as a decimal and “n” is the number of years from and including the Effective Date to but excluding the Termination Date.

Field Descriptions Related to the Floating Rate Payer

Unless a Floating Leg Reference Bond is applicable, the following terms will apply to a Rate Swap Transaction or Underlying Swap Transaction.

Floating Rate Option:

As set forth in the Transaction Record and in accordance with the 2000 ISDA Definitions or the 2006 ISDA Definitions; provided that if the relevant Floating Rate Option provides that the relevant rate for a Reset Date will be determined on or a specified number of days prior to the Reset Date, then notwithstanding anything to the contrary in the definition of such Floating Rate Option,

(a) with respect to the initial Reset Date, the relevant rate will be determined on the day that is the Initial Fixing Number of Business Days prior to the initial Reset Date. For the avoidance of doubt, if the Initial Fixing Number of Business Days is “0”, the relevant rate will be determined on the initial Reset Date; and

(b) with respect to the each Reset Date other than the initial Reset Date, the relevant rate will be determined on the day that is the Fixing Number of Business Days prior to such Reset Date. For the avoidance of doubt, if the Fixing Number of Business Days is “0”, the relevant rate will be determined on each Reset Date.

“Initial Fixing Number of Business Days” is the number of Initial Fixing Business Days set forth in “Floating Leg Initial Fixing Lag”.

“Initial Fixing Business Days” are the Business Days determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Floating Leg Initial Fixing Business Days”.

“Fixing Number of Business Days” is the number of Fixing Business Days set forth in “Floating Leg Fixing Lag”.

“Fixing Business Days” are the Business Days determined based

on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Floating Leg Fixing Business Days”.

Notwithstanding the foregoing, if the Floating Rate Option is “USD-SIFMA Municipal Swap Index”, the relevant rate will be determined as set forth in the 2006 Definitions, regardless of any value set forth in “Floating Leg Initial Fixing Lag” or “Floating Leg Fixing Lag”.

Floating Rate Payer Payment Dates:

(a) If the “Floating Leg Calculation Period Frequency” is the same period as the “Floating Leg Payment Frequency” and “CalculationPeriodStartDate” is specified in “Floating Leg Pay Relative to”, the first day of each Floating Rate Payer Calculation Period (and for the avoidance of doubt, no payments shall be made on the Termination Date);

(b) if the “Floating Leg Calculation Period Frequency” is the same period as the “Floating Leg Payment Frequency” and “CalculationPeriodEndDate” is specified in “Floating Leg Pay Relative to”, the day on which each Floating Rate Payer Calculation Period ends (but which such Floating Rate Payer Calculation Period excludes);

(c) if the “Floating Leg Calculation Period Frequency” is a different period than the “Floating Leg Payment Frequency”, the first Floating Rate Payer Payment Date shall be such period specified in “Floating Leg Payment Frequency” (with a number followed by “D”, “W”, “M”, “Y”, meaning that number of days, weeks, months or years, as applicable) after the Effective Date and each subsequent Floating Rate Payer Payment Date shall be the applicable date that is such period after the immediately preceding date determined pursuant to this clause (c) (in each case, subject to adjustment in accordance with the Floating Leg Roll Convention specified in the Transaction Record and defined in the applicable portion of the “Valid Values” worksheet in Part B); provided if (X) a date is specified in “Floating Initial Stub First Payment Date”, such date shall be the first Floating Rate Payer Payment Date and each subsequent Floating Rate Payer Payment Date after such date shall be determined as specified above and (Y) a date is specified in “Floating Final Stub Last Regular Payment Date”, such date shall be the penultimate Floating Rate Payer Payment Date (with the Termination Date being the final Floating Rate Payer Payment Date); and

(d) if the “Floating Leg Payment Frequency” is “1T”, then the sole Floating Rate Payer Payment Date shall be (i) the Termination Date, if “CalculationPeriodEndDate” is specified in “Floating Leg Pay Relative to” or (ii) the Effective Date, if “CalculationPeriodStartDate” is specified in “Floating Leg Pay Relative to”;

provided that in each case, if a number of days, weeks, months or years, as applicable (or an abbreviation thereof, including a

positive or negative number followed by “D”, “W”, “M”, “Y”, as applicable, or another abbreviation specified by the Company from time to time) is specified in “Floating Leg Payment Days Lag”, each Floating Rate Payer Payment Date shall be such number of days, weeks, months or years, as applicable, before (if a negative number is specified therein) or after (if a positive number is specified therein) the date determined pursuant to the applicable clause above.

Floating Rate Payer Payment Dates shall be subject to adjustment in accordance with the Business Day Convention set forth in “Floating Leg Payment Business Day Convention”, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Floating Leg Payment Business Days”.

For the avoidance of doubt, if the “Floating Leg Calculation Period Frequency” is a different period than the “Floating Leg Payment Frequency”, any value specified in “Floating Leg Pay Relative to” in the Transaction Record shall have no meaning and “CalculationPeriodEndDate” will be deemed to apply.

Notwithstanding anything contrary herein, if both a “Floating Initial Stub First Payment Date” and “Floating Final Stub Last Regular Payment Date” are specified, the period between any two Floating Rate Payer Payment Dates, other than between the initial and final two Floating Rate Payer Payment Dates, must be such number of days, weeks, months or years, as applicable, as specified in “Floating Leg Payment Frequency” (as adjusted by any applicable Floating Leg Roll Convention). In the event that the period between any two Floating Rate Payer Payment Dates, other than between the initial and final two Floating Rate Payer Payment Dates, is not equal to the “Floating Leg Payment Frequency”, the “Floating Final Stub Last Regular Payment Date” specified in the Transaction Record shall be ignored.

Floating Rate for Initial Calculation Period or (a) If a “Floating Leg Initial Rate” is specified, such rate; and
Compounding Period:

(b) if a “Floating Initial Stub First Regular Period Start Date” is specified, and

(i) “Floating Initial Stub Rate” is also specified, such rate;

(ii) “Floating Initial Stub Floating Rate Index Tenor 1” is also specified and “Floating Initial Stub Floating Rate Index Tenor 2” is not specified, the Floating Rate for the initial Floating Rate Payer Calculation Period (or Compounding Period, if applicable) shall be the rate determined using a Designated Maturity equal to the tenor specified therein (using Linear Interpolation, if applicable);

(iii) both “Floating Initial Stub Floating Rate Index Tenor 1” and “Floating Initial Stub Floating Rate Index Tenor 2”

are also specified, the Floating Rate for the initial Floating Rate Payer Calculation Period (or Compounding Period, if applicable) shall be the rate determined through the use of linear interpolation between the Relevant Rates determined using Designated Maturities equal to the tenors specified therein; and

(iv) none of “Floating Initial Stub Floating Rate Index Tenor 1”, “Floating Initial Stub Floating Rate Index Tenor 2”, “Floating Initial Stub Rate” or “Floating Initial Stub Amount” are specified, the Floating Rate for the initial Floating Rate Payer Calculation Period (or Compounding Period, if applicable) shall be determined using a Designated Maturity equal to the tenor of the initial Floating Rate Payer Calculation Period (or Compounding Period, if applicable), using Linear Interpolation if applicable.

Floating Amount for Initial Calculation Period or Compounding Period:

(a) Unless both a “Floating Initial Stub First Regular Period Start Date” and a “Floating Initial Stub Amount” are specified, the Floating Amount payable by the Floating Rate Payer to the Fixed Rate Payer with respect to the initial Floating Rate Payer Calculation Period shall be determined in accordance with Section 6.1 of the 2000 ISDA Definitions or the 2006 ISDA Definitions; and

(b) notwithstanding anything contrary herein, in the 2000 ISDA Definitions or in the 2006 ISDA Definitions, if “Floating Initial Stub First Regular Period Start Date” and “Floating Initial Stub Amount” are both specified, the Floating Amount payable by the Floating Rate Payer to the Fixed Rate Payer with respect to the initial Floating Rate Payer Calculation Period (or, if applicable, the Compounding Period Amount, Basic Compounding Period Amount, Straight Compounding Amount (or relevant component thereof) or Flat Compounding Period Amount, as the case may be, for the first Compounding Period) shall be the amount specified in “Floating Initial Stub Amount”.

Floating Rate for Final Calculation Period or Compounding Period:

If a “Floating Final Stub Last Regular Period End Date” is specified, and

(a) “Floating Final Stub Rate” is also specified, such rate;

(b) “Floating Final Stub Floating Rate Index Tenor 1” is also specified and “Floating Final Stub Floating Rate Index Tenor 2” is not specified, the Floating Rate for the final Floating Rate Payer Calculation Period (or Compounding Period, if applicable) shall be the rate determined using a Designated Maturity equal to the tenor specified therein (using Linear Interpolation, if applicable);

(c) both “Floating Final Stub Floating Rate Index Tenor 1” and “Floating Final Stub Floating Rate Index Tenor 2” are also specified, the Floating Rate for the final Floating Rate Payer Calculation Period (or Compounding Period, if applicable) shall be the rate determined through the use of linear interpolation

between the Relevant Rates determined using the Designated Maturities equal to the tenors specified therein; and

(d) if none of “Floating Final Stub Floating Rate Index Tenor 1”, “Floating Final Stub Floating Rate Index Tenor 2”, “Floating Final Stub Rate” or “Floating Final Stub Amount” are specified, the Floating Rate for the final Floating Rate Payer Calculation Period (or Compounding Period, if applicable) shall be determined using a Designated Maturity equal to the tenor of the final Floating Rate Payer Calculation Period (or Compounding Period, if applicable), using Linear Interpolation if applicable.

Floating Amount for Final Calculation Period or Compounding Period:

(a) Unless a “Floating Final Stub Last Regular Period Start Date” and a “Floating Final Stub Amount” are specified, the Floating Amount payable by the Floating Rate Payer to the Fixed Rate Payer with respect to the final Floating Rate Payer Calculation Period shall be determined in accordance with Section 6.1 of the 2000 ISDA Definitions or the 2006 ISDA Definitions; and

(b) notwithstanding anything contrary herein, in the 2000 ISDA Definitions or in the 2006 ISDA Definitions, if “Floating Final Stub Last Regular Period Start Date” and “Floating Final Stub Amount” are both specified, the Floating Amount payable by the Floating Rate Payer to the Fixed Rate Payer with respect to the final Floating Rate Payer Calculation Period shall be the amount specified in “Floating Final Stub Amount”. A Floating Final Stub Amount should not be specified if Compounding is to apply to the final Floating Rate Payer Calculation Period.

Floating Rate Payer Period End Dates:

The Floating Rate Payer Period End Dates shall be determined as follows:

(a) If the “Floating Leg Calculation Period Frequency” is a number of days, weeks, months or years, as applicable (or an abbreviation thereof, including a number followed by “D”, “W”, “M”, “Y”, as applicable, or another abbreviation specified by the Company from time to time),

then the first Floating Rate Payer Period End Date shall be the date that is such number of days, weeks, months or years, as applicable, after the Effective Date and each subsequent Floating Rate Payer Period End Date shall be the applicable date that is such number of days, weeks, months or years, as applicable, after the immediately preceding date determined pursuant to this clause (a) (in each case, subject to adjustment in accordance with the Floating Leg Roll Convention specified in the Transaction Record and defined in the applicable portion of the “Valid Values” worksheet in Part B); provided that if Compounding applies, the Floating Rate Payer Period End Dates will be determined as set forth above, but by reference to the “Floating Leg Payment Frequency” in lieu of the “Floating Leg Calculation Period Frequency”; provided, further, that if (X) a date is specified in “Floating Initial Stub First Regular Period Start Date” and the same date is specified or deemed specified in

“Floating Initial Stub First Payment Date”, such date shall be the first Floating Rate Payer Period End Date and each subsequent Floating Rate Payer Period End Date after such date shall be determined as specified above and (Y) a date is specified in “Floating Final Stub Last Regular Period End Date” and the same date is specified or deemed specified in “Floating Final Stub Last Regular Payment Date”, such date shall be the penultimate Floating Rate Payer Period End Date (with the Termination Date being the final Floating Rate Payer Period End Date); provided, further, that if (X) a date is specified in “Floating Initial Stub First Regular Period Start Date” and a different date is specified in “Floating Initial Stub First Payment Date”, the date specified in “Floating Initial Stub First Payment Date” shall be the first Floating Rate Payer Period End Date and each subsequent Floating Rate Payer Period End Date after such date shall be determined as specified above and (Y) a date is specified in “Floating Final Stub Last Regular Period End Date” and a different date is specified in “Floating Final Stub Last Regular Payment Date”, the date specified in “Floating Final Stub Last Regular Payment Date” shall be the penultimate Floating Rate Payer Period End Date (with the Termination Date being the final Floating Rate Payer Period End Date); and

(b) if the “Floating Leg Calculation Period Frequency” is “1T”, then the sole Floating Rate Payer Period End Date shall be the Termination Date.

Floating Rate Payer Period End Dates shall be subject to adjustment in accordance with the Business Day Convention set forth in “Floating Leg Calculation Period Business Day Convention”, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Floating Leg Calculation Period Business Days”.

Notwithstanding anything contrary herein, if both a “Floating Initial Stub First Regular Period Start Date” and “Floating Final Stub Last Regular Period End Date” are specified, the length of each Floating Rate Payer Calculation Period, other than the initial and final Floating Rate Payer Calculation Periods, must be such number of days, weeks, months or years, as applicable, as specified in “Floating Leg Calculation Period Frequency” (or, if Compounding applies, “Floating Leg Payment Frequency”) (as adjusted by any applicable Floating Leg Roll Convention). In the event that the length of any Floating Rate Payer Calculation Period, other than the initial and final Floating Rate Payer Calculation Periods, is not equal to the “Floating Leg Calculation Period Frequency” (or, if Compounding applies, “Floating Leg Payment Frequency”), the “Floating Final Stub Last Regular Period End Date” specified in the Transaction Record shall be ignored.

Reset Dates:

(a) If the Floating Leg Reset Frequency and the Floating Leg Calculation Period Frequency are the same, and “Floating Leg Reset Relative to” for such Floating Rate Option is “CalculationPeriodStartDate”, the first day of each Floating Rate Payer Calculation Period (or Compounding Period, if applicable);

(b) if the Floating Leg Reset Frequency and the Floating Leg Calculation Period Frequency are the same, and “Floating Leg Reset Relative to” for such Floating Rate Option is “CalculationPeriodEndDate”, the last day of each Floating Rate Payer Calculation Period (or Compounding Period, if applicable);

(c) if the Floating Leg Reset Frequency and the Floating Leg Calculation Period Frequency are not the same, then:

(i) if “Floating Leg Reset Relative to” for such Floating Rate Option is “CalculationPeriodStartDate”, the first Reset Date shall be the Effective Date and each subsequent Reset Date shall be the date that is such period specified in “Floating Leg Reset Frequency” (with a number followed by “D”, “W”, “M”, “Y”, meaning that number of days, weeks, months or years, as applicable) after the immediately preceding date determined pursuant to this clause (c)(i) (in each case, subject to adjustment in accordance with the Floating Leg Roll Convention specified in the Transaction Record and defined in the applicable portion of the “Valid Values” worksheet in Part B); provided if a date is specified in “Floating Initial Stub First Regular Period Start Date” or “Floating Final Stub Last Regular Period End Date”, such date shall be a Reset Date and each subsequent Reset Date after such date shall be determined as specified above; and

(ii) if “Floating Leg Reset Relative to” for such Floating Rate Option is “CalculationPeriodEndDate”, the date that is such period specified in “Floating Leg Reset Frequency” (with a number followed by “D”, “W”, “M”, “Y”, meaning that number of days, weeks, months or years, as applicable) after the Effective Date shall be the first Reset Date and each subsequent Reset Date shall be the applicable date that is such period after the immediately preceding date determined pursuant to this clause (c)(ii) (in each case, subject to adjustment in accordance with the Floating Leg Roll Convention specified in the Transaction Record and defined in the applicable portion of the “Valid Values” worksheet in Part B); provided if a date is specified in “Floating Initial Stub First Regular Period Start Date” or “Floating Final Stub Last Regular Period End Date”, the date that is such period specified in “Floating Leg Reset Frequency” after such date shall be a Reset Date and each subsequent Reset Date after such date shall be determined as specified above; and

(d) notwithstanding clauses (a), (b) and (c) above, if the Floating Rate Option (i) is USD-Federal Funds-H.15, each Business Day during the Term and (ii) is GBP-WMBA-SONIA-COMPOUND or contains "OIS-COMPOUND" or "OIS-COM" in its name, the last day of each Floating Rate Payer Calculation Period.

- Reset Business Days: Reset Dates shall be subject to adjustment in accordance with the Business Day Convention set forth in "Floating Leg Reset Business Day Convention", with Business Days for this purpose determined based on the Financial Center(s) corresponding to the applicable Financial Center Code(s) set forth in "Floating Leg Reset Business Days".
- Designated Maturity: The "Floating Leg Designated Maturity" (with a number followed by "D", "W", "M", "Y", meaning that number of days, weeks, months or years, as applicable).
If no period is specified, the Designated Maturity will not apply.
- Floating Rate Day Count Fraction: The Day Count Fraction set forth in "Floating Leg Daycount Fraction" in the Transaction Record (as defined in the applicable portion of the "Valid Values" worksheet in Part B).
- Floating Rate Payer Calculation Period: As set out in Section 4.13 of the 2000 ISDA Definitions or the 2006 ISDA Definitions.
- Relating Payments to Calculation Periods: Notwithstanding Section 9.1 of the 2000 ISDA Definitions or the 2006 ISDA Definitions, if "CalculationPeriodStartDate" is specified in "Floating Leg Pay Relative to", the Floating Amount applicable to a Floating Rate Payer Payment Date will be the Floating Amount calculated with respect to the Floating Rate Payer Calculation Period commencing on and including the Floating Rate Payer Period End Date that is (or is closest in time to) that Floating Rate Payer Payment Date (or, in the case of the first Floating Rate Payer Calculation Period, the Effective Date), or if "CalculationPeriodEndDate" is so specified, the Floating Amount with respect to a Floating Rate Payer Payment Date will be the Floating Amount calculated with respect to the Floating Rate Payer Calculation Period ending on, but excluding, the Floating Rate Payer Period End Date that is (or is closest in time to) that Floating Rate Payer Payment Date (or, in the case of the last Floating Rate Payer Calculation Period, the Termination Date).
- Compounding: (a) If "Straight" is set forth in "Floating Leg Compounding

Method”, then (i) if the 2000 ISDA Definitions apply (or if the 2006 ISDA Definitions apply but supplement 16 thereto does not apply), Compounding will be applicable and Flat Compounding will be deemed not specified for purposes thereof; or (ii) if the 2006 ISDA Definitions (including supplement 16 thereto) apply, Straight Compounding will be applicable for purposes thereof;

(b) if “Flat” is specified in “Floating Leg Compounding Method”, then (i) if the 2000 ISDA Definitions apply (or if the 2006 ISDA Definitions apply but supplement 16 thereto does not apply), Compounding will be applicable and Flat Compounding will be deemed specified for the purposes thereof; or (ii) if the 2006 ISDA Definitions (including supplement 16 thereto) apply, Flat Compounding will be applicable for purposes thereof; and

(c) if “None” is set forth in the “Floating Leg Compounding Method”, inapplicable;

provided that if a party specifies “Flat” in “Floating Leg Compounding Method” but specifies no Floating Rate Spread or a Floating Rate Spread of zero, the “Floating Leg Compounding Method” will be changed by the System to “Straight”, as set forth in Part B. Notwithstanding anything to the contrary herein, if the “Floating Leg Calculation Period Frequency” is a shorter period than the “Floating Leg Payment Frequency” and the parties have not specified a Floating Leg Compounding Method, the Floating Amounts will be calculated as though “Straight” had been specified, but with references to the “Adjusted Calculation Amount” in the definition of “Compounding Period Amount” replaced with “Calculation Amount”. For the avoidance of doubt, references in this Part A to “Compounding” applying will include either Straight Compounding or Flat Compounding applying.

Compounding Dates:

If Compounding applies, the first Compounding Date shall be the number of days, weeks, months or years, as applicable (or an abbreviation thereof, including a number followed by “D”, “W”, “M”, “Y”, as applicable, or another abbreviation specified by the Company from time to time) specified in “Floating Leg Calculation Period Frequency” after the Effective Date and each subsequent Compounding Date shall be the applicable date that is such number of days, weeks, months or years, as applicable, after the immediately preceding date determined pursuant to this provision (in each case, subject to adjustment in accordance with the Floating Leg Roll Convention specified in the Transaction Record and defined in the applicable portion of the “Valid Values” worksheet in Part B); provided that if (X) a date is specified in “Floating Initial Stub First Regular Period Start Date” and a different date is specified in “Floating Initial Stub First Payment Date”, the date specified in “Floating Initial Stub First Regular Period Start Date” shall be the first Compounding

Date and each subsequent Compounding Date after such date shall be determined as specified above and (Y) a date is specified in “Floating Final Stub Last Regular Period End Date” and a different date is specified in “Floating Final Stub Last Regular Payment Date”, the date specified in “Floating Final Stub Last Regular Period End Date” shall be the last Compounding Date (with the final Compounding Period ending on but excluding the Termination Date). For the avoidance of doubt, (a) if the same date is specified or deemed specified in “Floating Initial Stub First Regular Period Start Date” and “Floating Initial Stub First Payment Date”, Compounding shall not apply to the Floating Rate Payer Calculation Period ending on such date; and (b) if the same date is specified or deemed specified in “Floating Final Stub Last Regular Period Start Date” and “Floating Final Stub Last Regular Payment Date”, Compounding shall not apply to the Floating Rate Payer Calculation Period beginning on such date.

Compounding Dates shall be subject to adjustment in accordance with the Business Day Convention set forth in “Floating Leg Calculation Period Business Day Convention”, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Floating Leg Calculation Period Business Days”.

Notwithstanding the foregoing, if the Floating Rate Option is CNY-CNREPOFIX=CFXS-REUTERS and the Floating Rate Calculation Period Frequency is 7 days or one week, the Compounding Dates will be each CNY 7-Repo Compounding Date.

Notwithstanding anything to the contrary herein, if Compounding applies and both a “Floating Initial Stub First Regular Period Start Date” and “Floating Final Stub Last Regular Period End Date” are specified, the length of each Compounding Period, other than the initial and final Compounding Periods, must be such number of days, weeks, months or years, as applicable, as specified in “Floating Leg Calculation Period Frequency” (as adjusted by any applicable Floating Leg Roll Convention). In the event that the length of any Compounding Period, other than the initial and final Compounding Periods, is not equal to the “Floating Leg Calculation Period Frequency”, the “Floating Final Stub Last Regular Period End Date” specified in the Transaction Record shall be ignored.

Method of Averaging:

As set forth in “Floating Leg Averaging Method” (with “Weighted” being deemed to mean “Weighted Average” and “Unweighted” being deemed to mean “Unweighted Average”).

Rate Cut-off Dates: As set forth in “Floating Leg Rate Cut Off Days”; provided that if the 2000 ISDA Definitions are specified as applicable and such Rate Cut-off Date is not specified and the Floating Rate Option is USD-Federal Funds-H.15, as determined pursuant to Section 6.2(e) of the 2000 ISDA Definitions.

Field Descriptions Related to Early Termination

Optional Early Termination

Optional Early Termination: Applicable if an ETC First Cash Settlement Payment Date is specified and ETC Type is specified as “Optional”.

Option Style: (a) If “1 D” is specified for the “ETC Cash Settlement Payment Date Repeat Period”, the applicable Option Style shall be American;

(b) if any other period is specified for the “ETC Cash Settlement Payment Date Repeat Period”, the applicable Option Style shall be Bermuda; and

(c) if no period is specified for the “ETC Cash Settlement Payment Date Repeat Period”, the applicable Option Style shall be European.

Buyer: The Exercising Party.

Seller: The Non-exercising Party.

Commencement Date: If the Option Style is American, the date that is the Exercise Date Number of Business Days before the ETC First Cash Settlement Payment Date.

The “Exercise Date Number of Business Days” is the number of Exercise Business Days set forth in “ETC Exercise Lag”.

Bermuda Option Exercise Dates: If the Option Style is Bermuda, the dates that are the Exercise Date Number of Business Days before the ETC First Cash Settlement Payment Date and the Exercise Date Number of Business Days before each Repeat Date.

“Repeat Date” shall mean the date that is determined by adding the time period specified in “ETC Cash Settlement Payment Date Repeat Period” to the date specified as the ETC First Cash Settlement Payment Date or previous Repeat Date, whichever is more recent.

Exercise Business Days: The Business Days applicable to the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “ETC Exercise Business Days”.

Earliest Exercise Time:	The time specified as the “ETC Earliest Exercise Time” in the Financial Center corresponding to the Financial Center Code specified in “ETC Exercise Time Business Days”.
Expiration Time:	The time specified as the “ETC Latest Exercise Time” in the Financial Center corresponding to the Financial Center Code specified in “ETC Exercise Time Business Days”.
Expiration Date:	(a) If the Option Style is American or Bermuda, the date that is the Exercise Date Number of Business Days before the “ETC Last Cash Settlement Payment Date”; (b) if Option Style is European, the date that is the Exercise Date Number of Business Days before the “ETC First Cash Settlement Payment Date”.
Partial Exercise:	Inapplicable.
Multiple Exercise	Inapplicable.
<u>Mandatory Early Termination</u>	
Mandatory Early Termination:	Applicable if an ETC First Cash Settlement Payment Date is specified and ETC Type is specified as “Mandatory”.
Mandatory Early Termination Date:	The date specified in ETC First Cash Settlement Payment Date, subject to adjustment in accordance with the Cash Settlement Business Day Convention, with Business Days for this purpose being Cash Settlement Business Days.
<u>Early Termination Settlement</u>	
Cash Settlement:	Applicable.
Cash Settlement Valuation Dates:	Except as provided below, each date that is the Cash Settlement Valuation Number of Business Days before the Cash Settlement Payment Date. For the avoidance of doubt, if the Cash Settlement Valuation Number of Business Days is “0”, the Cash Settlement Valuation Date shall be the applicable Cash Settlement Payment Date. The “ <u>Cash Settlement Valuation Number of Business Days</u> ” is the number of Cash Settlement Valuation Business Days set forth in “ETC Valuation Lag”.
Cash Settlement Valuation Business Days:	The Business Days applicable to the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth

in “ETC Valuation Business Days”.

Cash Settlement Valuation Time:	The time specified as the “ETC Valuation Time” in the Financial Center corresponding to the Financial Center Code specified in “ETC Valuation Time Business Days”.
Cash Settlement Business Day Convention:	The Business Day Convention set forth in “ETC Cash Settlement Payment Date Business Day Convention”.
Cash Settlement Business Days:	The Business Days applicable to the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “ETC Cash Settlement Payment Date Business Days”.
Cash Settlement Currency:	The Currency set forth in “ETC Cash Settlement Currency”.
ETC Cash Settlement Method:	(a) If “CashPrice” is specified, Cash Price; (b) if “CashPriceAlternate” is specified, Cash Price – Alternate Method; (c) if “ParYieldCurveAdjusted” is specified, Par Yield Curve – Adjusted; (d) if “ZeroCouponYieldAdjusted” is specified, Zero Coupon Yield – Adjusted; and (e) if “ParYieldCurveUnAdjusted”, Par Yield Curve – UnAdjusted.
Settlement Rate:	Determined using Other Price Source based on the specified ETC Rate Source (together with any ETC Page and ETC Page Heading). In the event of a dispute between the parties as to the applicable source of the Settlement Rate, the source of the Settlement Rate shall be determined by reference to the sources (if any) listed for the relevant Floating Rate Option in (a) if the 2000 ISDA Definitions are specified as applicable, the 2000 ISDA Definitions Settlement Matrix for Early Termination and Swaptions or its successor and (b) if the 2006 ISDA Definitions are specified as applicable, the 2006 ISDA Definitions Settlement Matrix for Early Termination and Swaptions or its successor, in either case, as most recently published by ISDA as of the Trade Date.
Quotation Rate:	As set forth in “ETC Quotation Rate Type”.
Early Termination Calculation Agent:	For purposes of the terms related to Early Termination only, the

Calculation Agent shall be:

- (a) the Exercising Party, if “ExercisingParty” is specified;
 - (b) the Non-exercising Party, if “NonExercisingParty” is specified;
 - (c) if the participant ID of a party is specified, such party;
 - (d) both parties, if “Joint” is specified; or
 - (e) the party identified as the Calculation Agent in the related Master Document, if “AsSpecifiedinMasterAgreement” is specified;
- in each case, in “ETC Calculation Agent”.

Field Descriptions Related to Swaptions

The following terms shall apply to a Swaption.

Buyer:	The party specified as the “Swaption Buyer”.
Underlying Swap Transaction:	A Rate Swap Transaction with the terms set forth in the Transaction Record, this Part A and, if applicable, the “IRS SPT Defaults” worksheet in Part B.
Option Style:	As set forth in “Swaption Style”.
Seller:	The party other than the Swaption Buyer.
Swaption Straddle:	Applicable if “Yes” is specified, otherwise, Inapplicable. If Swaption Straddle is Applicable, notwithstanding the terms of the Underlying Swap Transaction, the Swaption Buyer shall specify in any notice of exercise given pursuant to Section 12.2 of the 2000 ISDA Definitions or Section 13.2 of the 2006 ISDA Definitions whether, with respect to such Underlying Swap Transaction, such Swaption Buyer shall be the Fixed Rate Payer or the Floating Rate Payer.
Premium:	The amount in the “Swaption Premium Currency” set forth in “Swaption Premium Amount”. The treatment of such amount (together with the related “Swaption Premium Payment Date”) in the case of transactions that may be assigned shall be as set forth in the applicable “IRS SPT Upload Field Parameters” in Part B. The “Swaption Premium Payment Date” (Adjusted) shall be subject to adjustment in accordance with the Following Business Day Convention with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant

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Expiration Date:	Financial Center Code(s) set forth in both “Fixed Leg Payment Business Days” and “Floating Leg Payment Business Days” (“Combined Fixed/Floating Business Days”). As set forth in “Swaption Expiration Date”, subject to adjustment in accordance with the Exercise Business Day Convention set forth in “Swaption Exercise Business Day Convention”.
<u>Affected Swaption Premium:</u>	<u>In the case of the assignment of a swaption, the amount in the “Affected Swaption Premium Currency” set forth in “Affected Swaption Premium Amount” shall be payable under the assigned swaption on the related “Affected Swaption Premium Payment Date” as set forth in the applicable “IRS SPT Upload Field Parameters” in Part B. The “Affected Swaption Premium Payment Date” shall be subject to adjustment in accordance with the Following Business Day Convention with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in both “Fixed Leg Payment Business Days” and “Floating Leg Payment Business Days” (“Combined Fixed/Floating Business Days”) and shall contain the same value as “Swaption Premium Payment Date (Adjusted)”.</u>
Exercise Business Day:	The Business Days applicable to the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Swaption Exercise Business Days”.
Earliest Exercise Time:	The time specified as the “Swaption Earliest Exercise Time” in the Financial Center corresponding to the Financial Center Code specified in “Swaption Exercise Time Business Days”.
Latest Exercise Time:	The time specified as the “Swaption Latest Exercise Time” in the Financial Center corresponding to the Financial Center Code specified in “Swaption Exercise Time Business Days”.
Expiration Time:	The time specified as the “Swaption Expiration Time” in the Financial Center corresponding to the Financial Center Code specified in “Swaption Exercise Time Business Days”.
Commencement Date:	If the Option Style is American, the date specified in “Swaption Commencement Date”.
Bermuda Option Exercise Dates	If the Option Style is Bermuda, the dates that are the period specified in “Swaption Effective Date/Exercise Date Offset” before the “Swaption Bermudan First Effective Date” and each Repeat Date, up to and including the date that is the period specified in “Swaption Effective Date/Exercise Date Offset” before the “Swaption Bermudan Last Effective Date”. “Repeat Date” shall mean the date that is determined by adding the time period specified in “Swaption Repeat Period” to the date specified as the “Swaption Bermudan First Effective Date” or

	previous Repeat Date, whichever is more recent.
§waption Effective Date/Exercise Date Offset:	As used for purposes of determining any date, if a number of days is specified therein, such number shall be deemed to refer to a number of Exercise Business Days, or if a number of weeks, months or years is specified therein, the relevant date determined by application of the period will be subject to adjustment in accordance with the Exercise Business Day convention set forth in “Swaption Exercise Business Day Convention”.
Automatic Exercise:	If (a) “Automatic” is specified in “Swaption Exercise Method”, Applicable; otherwise, Inapplicable.
Threshold for Automatic Exercise:	If Automatic Exercise is Applicable, the percentage specified in “Swaption Threshold for Automatic Exercise”.
Fallback Exercise:	Notwithstanding Section 12.8 of the 2000 ISDA Definitions or Section 13.8 of the 2006 ISDA Definitions, if Automatic Exercise is Inapplicable, Fallback Exercise shall be Applicable only if “true” is specified in “Swaption Fallback Exercise”; otherwise, Fallback Exercise shall be Inapplicable.
Underlying Swap Transaction Effective Date:	(i) With respect to an American-style Swaption, the Effective Date for the Underlying Swap Transaction shall be the date that is the period set forth in “Swaption Effective Date/Exercise Date Offset” following the Exercise Date. (ii) With respect to a Bermuda-style Swaption, the Effective Date for the Underlying Swap Transaction shall be the Swaption Bermudan First Effective Date, applicable Repeat Date, or Swaption Bermudan Last Effective Date, as the case may be, corresponding to the Exercise Date. (iii) With respect to a European-style Swaption, the Effective Date for the Underlying Swap Transaction shall be the date specified in “Effective Date (Adjusted)”; provided that if a separate Fixed Leg Effective Date and Floating Leg Effective Date are specified therein (or are otherwise specified in the Transaction Record), for purposes of the calculation of Fixed Amounts, the Effective Date for the Underlying Swap Transaction will be the date so specified as the Fixed Leg Effective Date, and for purposes of the calculation of Floating Amounts, the Effective Date for the Underlying Swap Transaction will be the date so specified as the Floating Leg Effective Date.
Underlying Swap Transaction Termination Date:	The Termination Date for an Underlying Swap Transaction resulting from an American or Bermuda-style Swaption shall (i) if a date is specified in “Termination Date” in the Transaction Record, such date; or (ii) if a date is not so specified, the date that is the period specified in “Swap Termination Date Offset”

following the Effective Date for the Underlying Swap Transaction (and if there are different Effective Dates for the Fixed Amounts and Floating Amounts, there will be corresponding different Termination Dates for the Fixed Amounts and Floating Amounts). Such Termination Date shall be subject to adjustment in accordance with the Termination Date Business Day Convention, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Termination Date Business Days”; provided that if the “Termination Date Business Day Convention” is “Not Applicable”, the Termination Date for purposes of the Floating Amounts will be adjusted in accordance with the “Floating Leg Calculation Period Business Day Convention” and the Termination Date for purposes of the Fixed Amounts will be adjusted in accordance with the “Fixed Leg Calculation Period Business Day Convention”, in either case using the applicable Business Days determined pursuant to this provision; provided, further, that if “Termination Date Business Days” are not specified, the applicable Business Days for purposes of adjusting the Termination Date with respect to the Floating Amounts as set forth in this provision will be determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Floating Leg Calculation Period Business Days” and the applicable Business Days for purposes of adjusting the Termination Date with respect to Fixed Amounts as set forth in this provision will be determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Fixed Leg Calculation Period Business Days”.

The Termination Date for an Underlying Swap Transaction arising from a European-style Swaption shall be the date specified as the “Termination Date” in the Transaction Record, subject to adjustment in accordance with the Business Day Convention set forth in “Termination Date Business Day Convention”, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Termination Date Business Days”; provided that if the “Termination Date Business Day Convention” is “Not Applicable”, the Termination Date for purposes of the Floating Amounts will be adjusted in accordance with the “Floating Leg Calculation Period Business Day Convention” and the Termination Date for purposes of the Fixed Amounts will be adjusted in accordance with the “Fixed Leg Calculation Period Business Day Convention”, in either case using the applicable Business Days determined pursuant to this provision; provided, further, that if “Termination Date Business Days” are not specified, the applicable Business Days for purposes of adjusting the Termination Date with respect to the Floating Amounts as set forth in this provision will be determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Floating Leg Calculation Period Business Days” and

the applicable Business Days for purposes of adjusting the Termination Date with respect to Fixed Amounts as set forth in this provision will be determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Fixed Leg Calculation Period Business Days”.

Swaption Settlement Type:

Cash, Physical or Cleared-Physical.

Cleared -Physical Settlement:

As set out in Section 15.2 of the 2006 ISDA Definitions. Applicable if “Cleared-Physical” is specified in Swaption Settlement Type.

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The following terms shall apply in the case of Cash Settlement.

Cash Settlement Valuation Date: The date that is the Swaption Cash Settlement Valuation Number of Business Days after the Exercise Date. For the avoidance of doubt, if the Swaption Cash Settlement Valuation Number of Business Days is “0”, the Cash Settlement Valuation Date shall be the Exercise Date.

The “Swaption Cash Settlement Valuation Number of Business Days” is the number of Exercise Business Days set forth in “Swaption Valuation Lag”.

Cash Settlement Valuation Time: The time specified as the “Swaption Valuation Time” in the Financial Center corresponding to the Financial Center Code specified in “Swaption Valuation Time Business Days”.

Cash Settlement Business Days: The Business Days applicable to the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Swaption Cash Settlement Payment Date Business Days”.

Cash Settlement Payment Date: The date that is the Swaption Cash Settlement Number of Business Days after the Cash Settlement Valuation Date. For the avoidance of doubt, if the Swaption Cash Settlement Number of Business Days is “0”, the Cash Settlement Payment Date shall be the applicable Cash Settlement Valuation Date.

The “Swaption Cash Settlement Number of Business Days” is the number of Cash Settlement Business Days set forth in “Swaption Cash Settlement Payment Date Lag”.

Cash Settlement Currency: The Currency set forth (a) in “Swaption Cash Settlement Currency”.

Swaption Cash Settlement Method:

- (a) If “CashPrice” is specified, Cash Price;
- (b) if “CashPriceAlternate” is specified, Cash Price – Alternate Method;
- (c) if “CollateralizedCashPrice” is specified, Collateralized Cash Price;
- (d) if “ParYieldCurveAdjusted” is specified, Par Yield Curve – Adjusted;
- (e) if “ZeroCouponYieldAdjusted” is specified, Zero Coupon Yield – Adjusted; and
- (f) if “ParYieldCurveUnAdjusted” is specified, Par Yield Curve – UnAdjusted.

Settlement Rate:

Determined using Other Price Source based on the specified Swaption Rate Source (together with any Swaption Page and Swaption Page Heading). In the event of a dispute between the parties as to the applicable source of the Settlement Rate, the source of the Settlement Rate shall be determined by reference to the sources (if any) listed for the relevant Floating Rate Option in (a) if the 2000 ISDA Definitions are specified as applicable, the 2000 ISDA Definitions Settlement Matrix for Early Termination and Swaptions or its successor and (b) if the 2006 ISDA Definitions are specified as applicable, the 2006 ISDA Definitions Settlement Matrix for Early Termination and Swaptions or its successor, in either case, as most recently published by ISDA as of the Trade Date.

Quotation Rate: As set forth in “Swaption Quotation Rate Type”.

Swaption Calculation Agent:

For purposes of the terms related to Swaptions only, the Calculation Agent shall be:

- (a) the Exercising Party, if “ExercisingParty” is specified;
- (b) the Non-exercising Party, if “NonExercisingParty” is specified;
- (c) both parties, if “Joint” is specified; or
- (d) the party identified as the Calculation Agent in the related Master Document, if “AsSpecifiedinMasterAgreement” is specified;

in each case, in “Swaption Calculation Agent”.

Exercise Notice: If a termination message is submitted to the System for a

termination in full with a Post Trade Transaction Date that is the same as the Swaption's Expiration Date, such termination message will be considered an exercise notice or a confirmation of an exercise notice, as the case may be, for such Swaption and not a termination agreement. In such case, if Cash Settlement applies to such Swaption and a termination payment amount is specified in the termination message, such amount will be deemed to be the Cash Settlement Amount applicable to such Swaption.

Field Descriptions Related to Reference Bonds

The following terms shall apply if a Reference Bond is identified in the Transaction Record with respect to the fixed or floating leg, in lieu of any contrary provisions in this Part A, Part B (including the "Bond Fields" worksheet) or the Transaction Record.

Effect of Specifying Reference Bond: If an eligible Reference Bond Identifier is specified in (a) "Fixed Leg Reference Bond Identifier", Fixed Leg Reference Bond shall be applicable, and/or (b) "Floating Leg Reference Bond Identifier", Floating Leg Reference Bond shall be applicable.

Notwithstanding any provisions in this Part A, Part B or the Transaction Record,

(i) if Fixed Leg Reference Bond is applicable, on each Fixed Rate Payer Payment Date, the Fixed Rate Payer shall pay a Fixed Amount; and

(ii) if Floating Leg Reference Bond is applicable, on each Floating Rate Payer Payment Date, the Floating Rate Payer shall pay a Floating Amount;

in either case, equal to the scheduled gross interest payment amount to be paid by the issuer of the applicable Reference Bond on such date to a holder of a principal amount of such Reference Bond equal to the Notional Amount (as such Reference Bond is in effect on the Effective Date, and ignoring any amendment, modification, redemption or repayment of the Reference Bond following the Effective Date or default thereon and regardless of the amount of such Reference Bond actually issued).

Notwithstanding any provisions in this Part A, Part B or the Transaction Record, if Fixed Leg Reference Bond is applicable for a "zero-coupon" swap (e.g., where the Fixed Leg Calculation Period Frequency is 1T) and a party is specified as the "Cancellable Rights Buyer" in the Transaction Record, the Cancellable Termination Fee will be equal to the applicable amount under the fee schedule applicable to a call at the relevant time with respect to a principal amount of the Reference Bond equal to the outstanding Notional Amount at such time as such

fee schedule is set forth in the terms of the documentation of the Reference Bond (as in effect on the Effective Date , and ignoring any amendment, modification, redemption or repayment of the Reference Bond following the Effective Date or default thereon and regardless of the amount of such Reference Bond actually called).

For the avoidance of doubt, the obligations of the Fixed Rate Payer or the Floating Rate Payer, as applicable, with respect to a Transaction shall in no way depend on the performance of the Reference Bond specified (including, whether payments have been or are expected to be made on such Reference Bond).

Field Descriptions Related to Additional Payments

If an Additional Payment Amount is specified, the party identified therein as the Additional Payment Payer shall pay the specified Additional Payment Amount in the specified Additional Payment Currency on the specified Additional Payment Payment Date (Adjusted) (which shall be subject to adjustment in accordance with the Following Business Day Convention, with Business Days for this purpose being Combined Fixed/Floating Business Days). If an Additional Payment 2 Amount is specified, the party identified therein as the Additional Payment 2 Payer shall pay the specified Additional Payment 2 Amount in the specified Additional Payment 2 Currency on the specified Additional Payment 2 Payment Date (Adjusted) (which shall be subject to adjustment in accordance with the Following Business Day Convention, with Business Days for this purpose being Combined Fixed/Floating Business Days). The treatment of such payments in the case of transactions that may be assigned shall be as set forth in the applicable “IRS SPT Upload Field Parameters” in Part B.

Field Descriptions Related to Non-Deliverable Swaps

The following terms shall apply if the “Non Deliverable Indicator” specified in the Transaction Record has a value of “Y” or is blank.

Settlement Provisions

Settlement:	Non-Deliverable, with the effect that any Fixed Amounts or Floating Amounts payable on an Applicable Payment Date (a “ <u>Reference Currency Payment Date</u> ”) in the Reference Currency shall be converted into equivalent amounts in the Settlement Currency by reference to the Settlement Rate determined pursuant to the Settlement Rate Option on the applicable Valuation Date. All amounts payable on the Reference Currency Payment Date shall be paid in the Settlement Currency.
Applicable Payment Dates:	If “PaymentDates” is specified in “Non Deliverable Applicable Payments” in the Transaction Record, each Payment Date.
FX Definitions:	The applicable definitions specified in “Non Deliverable FX Definitions” in the Transaction Record.
Reference Currency:	The Reference Currency specified in “Non Deliverable

	Reference Currency” in the Transaction Record.
Settlement Currency:	The Settlement Currency specified in “Non Deliverable Settlement Currency” in the Transaction Record.
Settlement Rate Option:	The Settlement Rate Option specified in “Non Deliverable Settlement Rate Option” in the Transaction Record.
Valuation Date:	<p>Except as provided below, each date that is the Valuation Number of Business Days before a date scheduled as a Reference Currency Payment Date (before the application of the relevant Business Day Convention). For the avoidance of doubt, if the Valuation Number of Business Days is “0”, the Valuation Date shall be the applicable Reference Currency Payment Date.</p> <p>The “<u>Valuation Number of Business Days</u>” is the number of Valuation Business Days set forth in “Non Deliverable Valuation Days Lag” in the Transaction Record.</p> <p>Notwithstanding the foregoing, if a day that, but for the occurrence on that day of an <u>Unscheduled Holiday</u> would have been a Valuation Date (a “<u>Scheduled Valuation Date</u>”), is as a result of such occurrence not a Valuation Business Day, the Valuation Date in question shall be the next following Valuation Business Day after such Scheduled Valuation Date on which an <u>Unscheduled Holiday</u> does not occur, provided that if the Valuation Date has not occurred on or before the number of consecutive days equal to the Maximum Days of Postponement after the relevant Scheduled Valuation Date (any such period being the “<u>Deferral Period</u>”), then the next day after the Deferral Period that would have been a Valuation Business Day but for the <u>Unscheduled Holiday</u>, shall be deemed to be the relevant Valuation Date.</p> <p>“<u>Unscheduled Holiday</u>” means that a day is not a Valuation 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 Financial Center(s) of the Reference Currency 2 Business Days prior to the Scheduled Valuation Date.</p>
Maximum Days of Postponement:	As specified in “Non Deliverable Maximum Days of Postponement” in the Transaction Record.
Valuation Business Days:	The Business Days applicable to the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Non Deliverable Valuation Business Days” in the Transaction Record.
Calculation Agent:	<p>For purposes of the terms related to Non-Deliverable Swaps only, the Calculation Agent shall be:</p> <p>(a) the Exercising Party, if “<u>ExercisingParty</u>” is specified;</p> <p>(b) the Non-exercising Party, if “<u>NonExercisingParty</u>” is specified;</p>

(c) if the participant ID of a party is specified, such party; or
(d) the party identified as the Calculation Agent in the related Master Document, if “AsSpecifiedinMasterAgreement” is specified;
in each case, in “Non Deliverable Calculation Agent”.

Disruption Events:

Event Currency: The Reference Currency

Price Source Disruption: Applicable.

Disruption Fallbacks:

Valuation Postponement: For purposes of obtaining a Settlement Rate, the Spot Rate will be determined on the Valuation Business Day immediately following 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 Valuation 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 Fallback Reference Price.

“Maximum Days of Postponement” are the number of days set forth for applicable Floating Rate Option, as set forth in the applicable portion of the “IRS SPT Defaults” worksheet in Part B.

Fallback Reference Price: The applicable Settlement Rate Option specified in “Non Deliverable Fallback Settlement Option” in the Transaction Record, in the order specified.

Fallback Survey Valuation Postponement: If “Y” is specified in “Non Deliverable Fallback Survey Valuation Postponement” in the Transaction Record, in the event that the Fallback Reference Price is not available on or before the 3rd Valuation Business Day (or day that would have been a Valuation Business Day but for an Unscheduled Holiday) following the end of either (i) Valuation Postponement due to a Price Source Disruption, (ii) the Deferral Period for Unscheduled Holiday, or (iii) Cumulative Events, then the Settlement Rate will be determined in accordance with the terms of Calculation Agent Determination of Settlement Rate 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 the postponement of valuation in accordance with this provision.

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 the Maximum Days of Postponement. Accordingly, (x) if, upon the lapse of any period equal to the Maximum Days of Postponement, an Unscheduled Holiday shall have occurred or be continuing on the day following such period that otherwise would have been a Valuation Business Day, then such day shall be deemed to be a Valuation Date, and (y) if, upon the lapse of any such period equal to the Maximum Days of Postponement, 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 terms of Fallback Reference Price.

Adjustment to Termination Date and Reference Currency Payment Dates:

If the Valuation Date in respect of a Reference Currency Payment Date or the Termination Date is not the Scheduled Valuation Date in respect of such Reference Currency Payment Date or the Termination Date, then such Reference Currency Payment Date or the Termination Date, as applicable, shall occur 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 or the 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 or the Termination Date shall be adjusted in respect of both parties' payments.

Additional Provisions for BRL CDI Transactions:

The following provisions shall apply to an Interest Rate Swap for which the Floating Rate Option is "BRL-CDI", notwithstanding anything to the contrary herein or in the 2000 Definitions, 2006 Definitions or the FX Definitions. In the event of any inconsistency between the following provisions and the other provisions applicable to Non-Deliverable Swaps, the following provisions shall govern for a BRL-CDI transaction.

Brazil Business Day or "BRBD":

A business day in any of São Paulo, Rio de Janeiro or Brasilia not otherwise declared as a financial market holiday by the Bolsa de Mercadorias & Futuros (the "BM&F") (see www.andima.com.br or any successor page).

Business Days for Fixed Leg Payment Business Day Convention and Floating Leg Payment Business Day Convention:

If "BRBD" and "USNY" are specified in the applicable field in the Transaction Record, BRBD and New York; provided that in the event of an Unscheduled Holiday following the Trade Date, then New York only. If other Financial Center Code(s) are set forth in the applicable field in the Transaction Record, the Business Days applicable to the Financial Center(s) corresponding to such code(s).

Trade Date Present Value Notional

The Notional Amount.

Amount:	
Termination Date Future Value Notional Amount:	The amount specified in “Bilateral Comments” in the Transaction Record.
Calculation Days:	As of the Trade Date, the number of Brazil Business Days from and including the Effective Date to but excluding the Termination Date.
Fixed Amount:	An amount equal (i) the Notional Amount multiplied by (ii) $(1 + \text{Fixed Rate})^{\text{Fixed Rate Day Count Fraction}}$.
Floating Rate:	For each Reset Date, the CDI for such date.
CDI:	<p>For any Reset Date, the Overnight Brazilian Interbank Deposit Rate Annualized, known as the average (“Media”) of the DI-OVER-EXTRA Group as published by CETIP (Câmara de Custódia e Liquidação) (the “Overnight CDI Rate”) for such date; provided that (i) such rate is published not later than 12:00 p.m. on the Brazil Business Day next following such Reset Date and (ii) any adjustments made by CETIP to such rate at any time later than the end of the business day on such Reset Date shall not be taken into account.</p> <p>If for any Reset Date there is no published Overnight CDI Rate (including as a result of the proviso above), CDI for the relevant Reset Date will be the overnight deposit rate published for such date by the BM&F in accordance with its rules (see http://www.bmf.com.br/portal/pages/boletim1/bd_manual/indicadoreFinanceiros1.asp, or any successor page). If the BM&F does not publish such a rate for such date, CDI for the relevant Reset Date shall be determined jointly by the parties. If the parties do not agree on a determination of such rate within one Brazil Business Day following the relevant Reset Date, CDI shall be determined through a CDI Reference Dealer Poll as described herein. If CDI for a Reset Date is not so determined by a CDI Reference Dealer Poll, Calculation Agent Determination shall apply.</p>
CDI Reference Dealer Poll:	If applicable for a Reset Date as set forth above, the Calculation Agent shall conduct up to four dealer polls commencing on the Brazil Business Day following the relevant Reset Date, in each case by requesting each of the CDI Reference Dealers to provide a quotation of the CDI. If at least four such quotations are obtained from CDI Reference Dealers in any such poll, the highest and lowest quotations will be disregarded and CDI for the relevant Reset Date will equal the arithmetic mean of the remaining quotations. If fewer than four such quotations are obtained from a poll, the Calculation Agent shall conduct additional such polls until four such quotations are obtained in any poll; provided that the Calculation Agent shall not conduct more than four polls in the aggregate (with not more than two polls on any day and with such polls conducted over not more than two Brazil Business Days). If four quotations are not

obtained from any of such four polls, CDI shall not be determined by a CDI Reference Dealer Poll.

CDI Reference Dealers: At least six and not more than eight leading onshore dealers in the CDI market selected by the Calculation Agent.

Floating Amount: (i) Notional Amount multiplied by (ii) CDI Product.

CDI Product: The rate determined pursuant to the following formula:

$$\prod_{j=1}^N (1 + (CDI_j / 100))^{(1/252)}$$

Where:

N=the number of Brazil Business Days (each such day, a “Reset Date”) from and including the Effective Date to but excluding the Termination Date

CDI_j=the Floating Rate for the jth Reset Date, with CDI₁ being Floating Rate determined for the Effective Date.

Disruption Events: Price Source Disruption: Applicable
Price Materiality: Applicable

Price Materiality Terms: Primary Rate: Settlement Rate Option (as set forth in “Non Deliverable Settlement Rate Option” in the Transaction Record).
Secondary Rate: Fallback Rate Option (as set forth in “Non Deliverable Fallback Settlement Option” in the Transaction Record, in the order specified).
Price Materiality Percentage: 3%, provided that if there are insufficient responses on the Valuation Date to the EMTA BRL Industry Survey or EMTA BRL Indicative Survey, as applicable, the Price Materiality Percentage will be deemed to have been met.

Disruption Fallbacks: (a) First Fallback Reference Price: The first rate option set forth in as a Fallback Rate Option in “Non Deliverable Fallback Settlement Option” in the Transaction Record.
(b) Valuation Postponement
(c) Second Fallback Reference Price: The second rate option set forth as a Fallback Rate Option in “Non Deliverable Fallback Settlement Option” in the Transaction Record.
(d) Calculation Agent Determination of Settlement Date

Certain Modifications for BRL-CDI Transaction: For purposes of BRL-CDI transactions, (i) references in “Valuation Postponement” and “Cumulative Events” above to “Fallback Reference Price” shall be deemed to refer to the Disruption Fallback that is next deemed to apply to the

Transaction; (ii) “Fallback Survey Valuation Postponement” above shall not apply; and (iii) Period End Dates shall not be adjusted as a result of any adjustment to the Termination Date set forth in “Adjustment to Termination Date and Reference Currency Payment Dates”.

Quoting Dealer Disclaimer:

The parties acknowledge and agree that one or both parties to this Transaction, acting directly or through a branch or affiliate, may be requested to provide a quotation or quotations from time to time for the purpose of determining a Fallback Rate Option and such quotation may affect, materially or otherwise, the settlement of this Transaction.

Field Descriptions Related to Cancellable Swaps

The following terms shall apply to an Interest Rate Swap if a party is specified as the “Cancellable Rights Buyer” in the Transaction Record.

Optional Early Termination:

Without prejudice to any separate early termination provisions that may be applicable to an Interest Rate Swap, Optional Early Termination shall be applicable; provided that Cash Settlement shall not apply and following the Optional Early Termination Date, neither party shall have any further obligation to the other in respect of the Transaction, other than in respect of payment of the “Cancellable Termination Fee” as set forth below and any other amount due and unpaid under the Transaction as of the Optional Early Termination Date.

Option Style:

- (a) If “1D” is specified in “Cancellable Termination Date Repeat Period”, the applicable Option Style shall be American.
- (b) If any other period is specified in “Cancellable Termination Date Repeat Period”, the applicable Option Style shall be Bermuda.
- (c) If no period is specified in “Cancellable Termination Date Repeat Period”, the applicable Option Style shall be European.

Buyer:

The party identified as the “Cancellable Rights Buyer”.

Seller:

The party other than the Buyer.

Commencement Date:

If the Option Style is American, the date that is the Exercise Number of Days before the “Cancellable First Termination Date”, subject to adjustment in accordance with the “Cancellable Exercise Business Day Convention”.

Exercise Number of Days:

The number of calendar days or Exercise Business Days (as set forth in “Cancellable Exercise Lag Day Type”) set forth in “Cancellable Exercise Lag”.

Bermuda Option Exercise Dates:

If the Option Style is Bermuda, the dates that are the Exercise Number of Days before the “Cancellable First Termination Date” and the Exercise Number of Days before each Bermuda

	Repeat Date, in each case subject to adjustment in accordance with the “Cancellable Exercise Business Day Convention”.
	“Bermuda Repeat Date” means the date that is determined by adding the time period specified in “Cancellable Termination Date Repeat Period” to the “Cancellable First Termination Date” or previous Repeat Date, whichever is more recent.
Exercise Business Days:	The Business Days applicable to the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Cancellable Exercise Business Days”.
Earliest Exercise Time:	The time specified as the “Cancellable Earliest Exercise Time” in the Financial Center corresponding to the Financial Center Code specified in “Cancellable Exercise Time Business Days”.
Expiration Time:	The time specified as the “Cancellable Latest Exercise Time” in the Financial Center corresponding to the Financial Center Code specified in “Cancellable Exercise Time Business Days”.
Expiration Date:	(a) If the Option Style is American or Bermuda, the date that is the Exercise Number of Days before the “Cancellable Last Termination Date”, subject to adjustment in accordance with the “Cancellable Exercise Business Day Convention”. (b) If the Option Style is European, the date that is the Exercise Number of Days before the “Cancellable First Termination Date”, subject to adjustment in accordance with the “Cancellable Exercise Business Day Convention”.
Optional Early Termination Date:	If the Option Transaction is exercised, (i) if the Option Style is American, the date that is the Exercise Number of Days following the Exercise Date (provided that such date shall not be prior to the “Cancellable First Termination Date”); (ii) if the Option Style is European, the “Cancellable First Termination Date”; or (iii) if the Option Style is Bermuda, the “Cancellable First Termination Date” or Bermuda Repeat Date, as the case may be, corresponding to the Exercise Date, in each case subject to adjustment in accordance with the “Cancellable Termination Date Business Day Convention” in the event such date is not a Cancellable Termination Date Business Day; provided that if the “Cancellable Termination Date Business Day Convention” is “Not Applicable”, such date for purposes of the Floating Amounts will be adjusted in accordance with the “Floating Leg Calculation Period Business Day Convention” and such date for purposes of the Fixed Amounts will be adjusted in accordance with the “Fixed Leg Calculation Period Business Day Convention”.
Cancellable Termination Date Business Days:	The Business Days applicable to the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Cancellable Termination Date Business Days”.
Partial Exercise:	Inapplicable.

Multiple Exercise:	Inapplicable.
Cancellation Fee Payment Date:	The date that is the number of Cancellable Termination Fee Payment Date Business Days specified in “Cancellable Termination Fee Payment Date Lag” prior to the date scheduled to be the Optional Early Termination Date (before adjustment for any applicable Business Day Convention).
Cancellation Fee:	If an Exercise Date occurs, then on the Cancellation Fee Payment Date, the Cancellable Rights Buyer shall pay to the other party an amount in the “Cancellable Termination Fee Currency” equal to the “Cancellable Termination Fee.
Cancellation Termination Fee Payment Date Business Days:	The Business Days applicable to the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Cancellable Termination Fee Payment Date Business Days”.

Field Descriptions Related to Independent Amounts and Linked Independent Amounts

The parties may specify an Independent Amount to apply to a transaction (either by specifying an Independent Amount or an Independent Amount Percentage (in which case the Independent Amount will equal the Independent Amount Percentage multiplied by the Notional Amount)). The party specified as the “Independent Amount Payer” will be the party required to provide such Independent Amount under the relevant credit support document between the parties. The parties may also specify an Independent Amount to apply to multiple linked transactions by identifying such transactions in “Linked Independent Amount Group ID” and specifying the relevant aggregate amount in respect of the linked transactions in “Linked Independent Amount” or relevant percentage of the applicable aggregate notional amount of the linked transactions in “Linked Independent Amount Percentage”. The party specified as the “Independent Amount Payer” will be the party required to provide such linked Independent Amount under the relevant credit support document between the parties. The parties should specify the applicable amount or percentage in the transaction records for all linked transactions. Parties may specify both an individual transaction Independent Amount and an Independent Amount for linked transactions. If parties specify an Independent Amount for linked transactions and a post-trade event is confirmed with respect to one or more of the linked transactions, the linked Independent Amount shall cease to apply (although any Independent Amounts specified for individual transactions remaining between the parties would continue to apply). The fact that an Independent Amount for individual or linked transactions is not specified does not mean that there is no applicable Independent Amount, rather that any such Independent Amount is specified in a different document.

DRV Interest Rate Swaps and Swaptions- Field Descriptions for Trades

General Field Descriptions

Use of Part A:

This Part A sets forth the legal significance of certain terms used in a Transaction Record with respect to trades in Interest Rate Swaps or Swaptions and relates them to (i) the DRV Definitions and the relevant DRV Standard Forms, as specified in the Transaction Record, and (ii) if the Field Descriptions Related to Non-Deliverable Swaps apply, the FX Definitions. This Part A does not purport to contain all of the provisions which may be set forth in a Confirmation.

The Confirmation for any Eligible Transaction constituting a trade in Interest Rate Swaps or Swaptions shall consist of (a) the terms and conditions set forth in a completed Transaction Record related to the Transaction, (b) this Part A and (c) the “IRS SPT Upload Field Parameters”, “IRS SPT Defaults” (to the extent applicable) and “Valid Values” worksheets in Part B.

This Part A should be read in conjunction with a completed Transaction Record for a trade in Interest Rate Swaps or Swaptions and the “IRS SPT Upload Field Parameters”, “IRS SPT Defaults” (to the extent applicable) and “Valid Values” worksheets in Part B. Notwithstanding the foregoing, certain terms set forth in such worksheets in Part B may be inconsistent with, or not supported by, the provisions of this Part A. In the event of any inconsistency between such terms and this Part A, the provisions of this Part A shall govern for purposes of the relevant Transaction. Transaction Records that incorporate such inconsistent or unsupported terms may not result in a properly documented Rate Swap Transaction or Swaption Transaction that operates under the DRV Definitions and the relevant DRV Standard Forms, or may result in a Transaction inconsistent with the intent of the parties thereto. The Company shall not be responsible for any User’s incorporation or use of such inconsistent or unsupported terms in a Transaction Record or for any such result.

Provisions set forth in worksheets in Part B other than the “IRS SPT Upload Field Parameters”, “IRS SPT Defaults” or “Valid Values” worksheets are intended for descriptive purposes only. In the event of any inconsistency between such provisions and the terms set forth in this Part A, the terms set forth in this Part A shall govern for purposes of the Transaction.

References Generally:

Except as otherwise provided in this Part A or unless the context otherwise requires, references herein, with respect to any Eligible Transaction constituting a trade in Interest Rate Swaps or Swaptions, to a term typically specified in a Transaction Record, shall be to such term as specified in the Transaction Record.

Certain provisions of this Part A refer to the 2006 ISDA Definitions for the meaning of values of particular fields or the method of determining

particular terms.

References to Part B:	References herein, with respect to any Eligible Transaction constituting a trade in Interest Rate Swaps or Swaptions, to Part B shall be to the version of the Excel spreadsheet designated as Part B by the Company that is in effect as of the Trade Date of such Transaction and which sets forth field parameters and default terms for Eligible Transactions in Interest Rate Swaps and Swaptions.
Product Type:	If “InterestSwaption” is applicable to a Transaction, the Transaction shall be a Swaption; otherwise, the Transaction shall be a single-currency Rate Swap Transaction.
Transaction:	The transaction with the terms set forth in the Transaction Record, this Part A, the “IRS SPT Upload Field Parameters”, “IRS SPT Defaults” (to the extent applicable) and “Valid Values” worksheets in Part B, the relevant DRV Standard Form and the DRV Definitions.
Defaults:	<p>If “def” is specified for a term that is described as a defaulted term in the Transaction Record (whether through the designation of “D” is the corresponding portion of the column “Type” or through any other manner specified by the Company from time to time), then the value for such term will be as set forth in the applicable portion of the “IRS SPT Defaults” worksheet in Part B for the relevant Floating Rate Option.</p> <p>For the avoidance of doubt, Users may override any defaulted term by specifying a valid value for such term in the Transaction Record.</p>
Master Agreement Type:	This Part A shall apply only to Transactions where “DRV” is specified as the “Master Agreement Type” in the Transaction Record. If “ISDA”, “DTA”, AFB/FBF or CMOF is specified therein, the Transaction shall be governed by Appendix F to the Operating Procedures and Part A and Part B thereto.
Definitions Type:	If “DRV” is specified in the field “Master Agreement Type” in the Transaction Record, the 2006 ISDA Definitions are applicable for Transactions governed by the DRV, regardless of the value in the field “Definitions Type” in the Transaction Record.
Effective Date:	With respect to a Rate Swap Transaction, the date set forth in “Effective Date (Adjusted)”, without adjustment for any Business Day Convention; provided that if a separate Fixed Leg Effective Date and Floating Leg Effective Date are specified therein (or are otherwise specified in the Transaction Record), for purposes of the calculation of Fixed Amounts, the Effective Date will be the date so specified as the Fixed Leg Effective Date, without adjustment for any Business Day Convention, and for purposes of the calculation of Floating Amounts, the Effective Date will be the date so specified as the Floating Leg Effective Date, without adjustment for any Business Day Convention.

Adjustments where no Business Days or Business Day Convention is specified: Except as expressly provided herein, where an applicable Business Day Convention or Business Days are not specified with respect to a date set forth in the Transaction Record, such date shall not be adjusted in accordance with any Business Day Convention, notwithstanding that such date would not be a Business Day with respect to another term set forth in the Transaction Record.

Financial Center Codes: The Financial Center Codes used in Part B are set out in the “Business Centres” portion of the “Valid Values” worksheet in Part B or as otherwise specified by the Company.

Termination Date: With respect to a Rate Swap Transaction, the date specified in the Transaction Record, subject to adjustment in accordance with the Business Day Convention set forth in “Termination Date Business Day Convention”, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the Financial Center Codes set forth in “Termination Date Business Days”; provided that if the “Termination Date Business Day Convention” is “Not Applicable”, the Termination Date for purposes of the Floating Amounts will be adjusted in accordance with the “Floating Leg Calculation Period Business Day Convention” and the Termination Date for purposes of the Fixed Amounts will be adjusted in accordance with the “Fixed Leg Calculation Period Business Day Convention”, in either case using the applicable Business Days determined pursuant to this provision; provided, further, that if “Termination Date Business Days” are not specified, the applicable Business Days for purposes of adjusting the Termination Date with respect to the Floating Amounts as set forth in this provision will be determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Floating Leg Calculation Period Business Days” and the applicable Business Days for purposes of adjusting the Termination Date with respect to Fixed Amounts as set forth in this provision will be determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Fixed Leg Calculation Period Business Days”.

Eligible Currencies: The currencies related to the Floating Rate Options set forth in the “IRS SPT Defaults” worksheet in Part B.

Payment Obligations: Unless otherwise specified by the Users in the Master Agreement, payment obligations shall be subject to netting (in accordance with No. 3(3) of the DRV).

If the fixed rate is negative, the Floating Rate Payer shall pay, in addition to the floating rate, on the relevant payment dates also the absolute value of the fixed rate.

If the fixed rate is zero, no User shall pay the fixed rate.

If the floating rate is negative in any period, the Fixed Rate Payer shall pay, in addition to the fixed rate, on the relevant payment dates also the absolute value of the floating rate.

If the floating rate is zero in any period, none of the parties shall pay the floating rate.

Account Details: Account Details are typically specified in the DRV Standard Form for transactions governed by DRV. However, a Transaction Record does not have fields for such data. Accordingly, account details shall be specified by the parties to a Transaction in the Master Agreement or in a side agreement among such parties.

Notional Amount The amount in the “Notional Currency” specified in “Notional” (as modified for any applicable post-trade events); provided that with respect to an Interest Rate Swap if “Notional Schedule: Dates” is populated, the Notional Amount shall be reset on each date set forth therein to equal the corresponding amount in the “Notional Currency” set forth in “Notional Schedule: Notional Amounts” (with each such date subject to adjustment (i) with respect to the calculation of Floating Amounts, in accordance with the Business Day Convention set forth in “Floating Leg Calculation Period Business Day Convention”, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Floating Leg Calculation Period Business Days”) and (ii) with respect to the calculation of Fixed Amounts, in accordance with the Business Day Convention set forth in “Fixed Leg Calculation Period Business Day Convention”, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Fixed Leg Calculation Period Business Days”).

Additional Provisions for RUB/USD Transactions: Where the selected Currency of the Transaction is RUB, the Additional Provisions for use with Deliverable Currency Disruption Events (“Additional Provisions”) and ISDA Deliverable Currency Fallback Matrix each as published by the International Swaps and Derivatives Association, Inc. on November 3, 2008, are deemed Applicable and incorporated into such Transaction and the Currency Pair for purposes of the Additional Provisions is RUB/USD.

Field Descriptions Related to the Fixed Rate Payer

Unless a Fixed Leg Reference Bond is applicable, the following provisions will apply to a Rate Swap Transaction or Underlying Swap Transaction.

Fixed Amount for Initial Calculation Period: (a) Unless both a “Fixed Initial Stub First Regular Period Start Date” and a “Fixed Initial Stub Amount” are specified, the Fixed Amount payable by the Fixed Rate Payer to the Floating Rate Payer with respect to the initial Fixed Rate Payer Calculation Period shall be determined in accordance with No. 6(2) of the Master Agreement; and (b) if a “Fixed Initial Stub First Regular Period Start Date” and a “Fixed Initial Stub Amount” are both specified, the Fixed Amount payable by the Fixed Rate Payer to the Floating Rate Payer with respect to the initial Fixed Rate Payer Calculation Period shall be the amount specified in “Fixed Initial Stub Amount”.

Fixed Amount for Final Calculation Period: (a) Unless both a “Fixed Final Stub Last Regular Period End Date” and a “Fixed Final Stub Amount” are specified, the Fixed Amount payable by the Fixed Rate Payer to the Floating Rate Payer with respect to the final Fixed Rate Payer Calculation Period shall be determined in accordance with No.

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6(2) of the Master Agreement; and

(b) if a “Fixed Final Stub Last Regular Period End Date” and a “Fixed Final Stub Amount” are both specified, the Fixed Amount payable by the Fixed Rate Payer to the Floating Rate Payer with respect to the final Fixed Rate Payer Calculation Period shall be the amount specified in “Fixed Final Stub Amount”.

Fixed Rate Payer Payment Dates:

(a) If the “Fixed Leg Calculation Period Frequency” is the same period as the “Fixed Leg Payment Frequency” and “CalculationPeriodStartDate” is specified in “Fixed Leg Pay Relative to”, the first day of each Fixed Rate Payer Calculation Period (and for the avoidance of doubt, no payments shall be made on the Termination Date);

(b) if the “Fixed Leg Calculation Period Frequency” is the same period as the “Fixed Leg Payment Frequency” and “CalculationPeriodEndDate” is specified in “Fixed Leg Pay Relative to”, the day on which each Fixed Rate Payer Calculation Period ends (but which such Fixed Rate Payer Calculation Period excludes);

(c) if the “Fixed Leg Calculation Period Frequency” is a different period than the “Fixed Leg Payment Frequency”, (i) if “CalculationPeriodStartDate” is specified in “Fixed Leg Pay Relative to”, the first Fixed Rate Payer Payment Date shall be the Effective Date and each subsequent Fixed Rate Payer Payment Date shall be the date that is such period specified in “Fixed Leg Payment Frequency” (with a number followed by “D”, “W”, “M”, “Y”, meaning that number of days, weeks, months or years, as applicable) after the immediately preceding date determined pursuant to this clause (c)(i) (in each case, subject to adjustment in accordance with the Fixed Leg Roll Convention specified in the Transaction Record and defined in the applicable portion of the “Valid Values” worksheet in Part B); provided if (X) a date is specified in “Fixed Initial Stub First Regular Period Start Date”, such date shall be the second Fixed Rate Payer Payment Date and each subsequent Fixed Rate Payer Payment Date after such date shall be determined as specified above and (Y) a date is specified in “Fixed Final Stub Last Regular Period End Date”, such date shall be the final Fixed Rate Payer Payment Date (and for the avoidance of doubt, no payments shall be made on the Termination Date); and (ii) if “CalculationPeriodEndDate” is specified in “Fixed Leg Pay Relative to”, the first Fixed Rate Payer Payment Date shall be such period specified in “Fixed Leg Payment Frequency” (with a number followed by “D”, “W”, “M”, “Y”, meaning that number of days, weeks, months or years, as applicable) after the Effective Date and each subsequent Fixed Rate Payer Payment Date shall be the applicable date that is such period after the immediately preceding date determined pursuant to this clause (c)(ii) (in each case, subject to adjustment in accordance with the Fixed Leg Roll Convention specified in the Transaction Record and defined in the applicable portion of the “Valid Values” worksheet in Part B); provided if (X) a date is specified in “Fixed Initial Stub First Regular Period Start Date”, such date shall be the first Fixed Rate Payer Payment Date and each subsequent Fixed Rate Payer Payment Date after such date shall be determined as specified above and (Y) a date is specified in “Fixed Final Stub Last Regular Period End Date”, such date shall be the penultimate

Fixed Rate Payer Payment Date (with the Termination Date being the final Fixed Rate Payer Period End Date); and

(d) if the “Fixed Leg Payment Frequency” is “1T”, then the sole Fixed Rate Payer Payment Date shall be (i) the Termination Date, if “CalculationPeriodEndDate” is specified in “Fixed Leg Pay Relative to” or (ii) the Effective Date, if “CalculationPeriodStartDate” is specified in “Fixed Leg Pay Relative to”;

provided that in each case, if a number of days, weeks, months or years, as applicable (or an abbreviation thereof, including a positive or negative number followed by “D”, “W”, “M”, “Y”, as applicable, or another abbreviation specified by the Company from time to time) is specified in “Fixed Leg Payment Days Lag”, each Fixed Rate Payer Payment Date shall be such number of days, weeks, months or years, as applicable, before (if a negative number is specified therein) or after (if a positive number is specified therein) the date determined pursuant to the applicable clause above.

Fixed Rate Payer Payment Dates shall be subject to adjustment in accordance with the Business Day Convention set forth in “Fixed Leg Payment Business Day Convention”, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Fixed Leg Payment Business Days”.

Notwithstanding anything contrary herein, if both a “Fixed Initial Stub First Regular Period Start Date” and “Fixed Final Stub Last Regular Period End Date” are specified, the period between any two Fixed Rate Payer Payment Dates, other than between the initial and final two Fixed Rate Payer Payment Dates, must be such number of days, weeks, months or years, as applicable, as specified in “Fixed Leg Payment Frequency” (as adjusted by any applicable Fixed Leg Roll Convention). In the event that the period between any two Fixed Rate Payer Payment Dates, other than between the initial and final two Fixed Rate Payer Payment Dates, is not equal to the “Fixed Leg Payment Frequency”, the “Fixed Final Stub Last Regular Period End Date” specified in the Transaction Record shall be ignored.

Fixed Rate Payer Period End Dates:

The Fixed Rate Payer Period End Dates shall be determined as follows:

(a) If the “Fixed Leg Calculation Period Frequency” is a number of days, weeks, months or years, as applicable (or an abbreviation thereof, including a number followed by “D”, “W”, “M”, “Y”, as applicable, or another abbreviation specified by the Company from time to time),

then the first Fixed Rate Payer Period End Date shall be the date that is such number of days, weeks, months or years, as applicable, after the Effective Date and each subsequent Fixed Rate Payer Period End Date shall be the applicable date that is such number of days, weeks, months or years, as applicable, after the immediately preceding date determined pursuant to this clause (a) (in each case, subject to adjustment in accordance with the Fixed Leg Roll Convention specified in the Transaction Record and defined in the applicable portion of the “Valid Values” worksheet in Part B); provided if (X) a date is specified in “Fixed Initial Stub First Regular Period Start Date”, such date shall be the first Fixed Rate Payer Period End Date and each subsequent Fixed Rate Payer Period End Date after such date shall be determined as specified above and (Y) a date is specified in “Fixed Final Stub Last Regular Period End Date”, such date shall be the penultimate Fixed Rate Payer Period End Date (with the Termination Date being the final Fixed Rate Payer Period End Date); and

(b) if the “Fixed Leg Calculation Period Frequency” specified is “1T”, then the sole Fixed Rate Payer Period End Date shall be the Termination Date.

Fixed Rate Payer Period End Dates shall be subject to adjustment in accordance with the Business Day Convention set forth in “Fixed Leg Calculation Period Business Day Convention”, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Fixed Leg Calculation Period Business Days”.

Notwithstanding anything contrary herein, if both a “Fixed Initial Stub First Regular Period Start Date” and “Fixed Final Stub Last Regular Period End Date” are specified, the length of each Fixed Rate Payer Calculation Period, other than the initial and final Fixed Rate Payer Calculation Periods, must be such number of days, weeks, months or years, as applicable, as specified in “Fixed Leg Calculation Period Frequency” (as adjusted by any applicable Fixed Leg Roll Convention). In the event that the length of any Fixed Rate Payer Calculation Period, other than the initial and final Fixed Rate Payer Calculation Periods, is not equal to the “Fixed Leg Calculation Period Frequency”, the “Fixed Final Stub Last Regular Period End Date” specified in the Transaction Record shall be ignored.

Fixed Rate Payer Calculation Period: The Fixed Rate Payer Calculation Period shall be the “Berechnungszeitraum” (calculation period) as used in No. 6(6) of the Master Agreement; provided that the Fixed Rate Payer Period End Dates determined as described above shall be used in lieu of the “Zahlungstermin” (payment dates) determined in such Master Agreement.

Relating Payments to Calculation Periods: If “CalculationPeriodStartDate” is specified in “Fixed Leg Pay Relative to”, the Fixed Amount applicable to a Fixed Rate Payer Payment Date will be the Fixed Amount calculated with respect to the Fixed Rate Payer Calculation Period commencing on and including the Fixed Rate Payer Period End Date that is (or is closest in time to) that Fixed Rate Payer Payment Date (or, in the case of the first Fixed Rate Payer Calculation Period, the Effective Date), or if “CalculationPeriodEndDate” is so specified, the Fixed Amount with respect to a Fixed Rate Payer Payment Date will be the Fixed Amount calculated with respect to the Fixed Rate Payer Calculation Period ending on, but excluding, the Fixed Rate Payer Period End Date that is (or is closest in time to) that Fixed Rate Payer Payment Date (or, in the case of the last Fixed Rate Payer Calculation Period, the Termination Date).

Fixed Rate: The rate set forth in “Fixed Rate”; provided that with respect to an Interest Rate Swap if “Fixed Rate Schedule: Dates” is populated, the Fixed Rate will be reset on each date set forth therein (in each case subject to adjustment in accordance with the Business Day Convention set forth in “Fixed Leg Calculation Period Business Day Convention”, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Fixed Leg Calculation Period Business Days”) to equal the corresponding rate set forth in “Fixed Rate Schedule: Fixed Rates”.

Fixed Amount Where “Fixed Leg Payment Frequency” is “1T” and “Fixed Leg Calculation Period Frequency” is “1Y”:
If the “Fixed Leg Payment Frequency” is 1T and “Fixed Leg Calculation Period Frequency” is “1Y” and the length of time from and including the Effective Date to but excluding the Termination Date exceeds one year, the Fixed Amount payable on the Termination Date shall be determined in accordance with the following formula:

$$A * [((1 + R)^n) - 1],$$

where “A” is the Notional Amount, “R” is the Fixed Rate expressed as a decimal and “n” is the number of years from and including the Effective Date to but excluding the Termination Date.

Field Descriptions Related to the Floating Rate Payer

Unless a Floating Leg Reference Bond is applicable, the following terms will apply to a Rate Swap Transaction or Underlying Swap Transaction.

Floating Rate Option: As set forth in the Transaction Record and in accordance with the DRV and the DRV Definitions; provided that if the relevant Floating Rate Option provides that the relevant rate for a Reset Date will be determined on or a specified number of days prior to the Reset Date, then notwithstanding anything to the contrary in the definition of such Floating Rate Option,

(a) with respect to the initial Reset Date, the relevant rate will be determined on the day that is the Initial Fixing Number of Business Days prior to the initial Reset Date. For the avoidance of doubt, if the Initial Fixing Number of Business Days is “0”, the relevant rate will be determined on the initial Reset Date; and

(b) with respect to the each Reset Date other than the initial Reset Date, the relevant rate will be determined on the day that is the Fixing Number of Business Days prior to such Reset Date. For the avoidance of doubt, if the Fixing Number of Business Days is “0”, the relevant rate will be determined on each Reset Date.

“Initial Fixing Number of Business Days” is the number of Initial Fixing Business Days set forth in “Floating Leg Initial Fixing Lag”.

“Initial Fixing Business Days” are the Business Days determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Floating Leg Initial Fixing Business Days”.

“Fixing Number of Business Days” is the number of Fixing Business Days set forth in “Floating Leg Fixing Lag”.

“Fixing Business Days” are the Business Days determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Floating Leg Fixing Business Days”.

Notwithstanding the foregoing, if the Floating Rate Option is “USD-SIFMA Municipal Swap Index”, the relevant rate will be determined as set forth in the 2006 Definitions, regardless of any value set forth in “Floating Leg Initial Fixing Lag” or “Floating Leg Fixing Lag”.

Floating Rate Payer Payment Dates:

(a) If the “Floating Leg Calculation Period Frequency” is the same period as the “Floating Leg Payment Frequency” and “CalculationPeriodStartDate” is specified in “Floating Leg Pay Relative to”, the first day of each Floating Rate Payer Calculation Period (and for the avoidance of doubt, no payments shall be made on the Termination Date);

(b) if the “Floating Leg Calculation Period Frequency” is the same period as the “Floating Leg Payment Frequency” and “CalculationPeriodEndDate” is specified in “Floating Leg Pay Relative to”, the day on which each Floating Rate Payer Calculation Period ends (but which such Floating Rate Payer Calculation Period excludes);

(c) if the “Floating Leg Calculation Period Frequency” is a different period than the “Floating Leg Payment Frequency”, the first Floating Rate Payer

Payment Date shall be such period specified in “Floating Leg Payment Frequency” (with a number followed by “D”, “W”, “M”, “Y”, meaning that number of days, weeks, months or years, as applicable) after the Effective Date and each subsequent Floating Rate Payer Payment Date shall be the applicable date that is such period after the immediately preceding date determined pursuant to this clause (c) (in each case, subject to adjustment in accordance with the Floating Leg Roll Convention specified in the Transaction Record and defined in the applicable portion of the “Valid Values” worksheet in Part B); provided if (X) a date is specified in “Floating Initial Stub First Payment Date”, such date shall be the first Floating Rate Payer Payment Date and each subsequent Floating Rate Payer Payment Date after such date shall be determined as specified above and (Y) a date is specified in “Floating Final Stub Last Regular Payment Date”, such date shall be the penultimate Floating Rate Payer Payment Date (with the Termination Date being the final Floating Rate Payer Payment Date); and

(d) if the “Floating Leg Payment Frequency” is “1T”, then the sole Floating Rate Payer Payment Date shall be (i) the Termination Date, if “CalculationPeriodEndDate” is specified in “Floating Leg Pay Relative to” or (ii) the Effective Date, if “CalculationPeriodStartDate” is specified in “Floating Leg Pay Relative to”;

provided that in each case, if a number of days, weeks, months or years, as applicable (or an abbreviation thereof, including a positive or negative number followed by “D”, “W”, “M”, “Y”, as applicable, or another abbreviation specified by the Company from time to time) is specified in “Floating Leg Payment Days Lag”, each Floating Rate Payer Payment Date shall be such number of days, weeks, months or years, as applicable, before (if a negative number is specified therein) or after (if a positive number is specified therein) the date determined pursuant to the applicable clause above.

Floating Rate Payer Payment Dates shall be subject to adjustment in accordance with the Business Day Convention set forth in “Floating Leg Payment Business Day Convention”, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Floating Leg Payment Business Days”.

For the avoidance of doubt, if the “Floating Leg Calculation Period Frequency” is a different period than the “Floating Leg Payment Frequency”, any value specified in “Floating Leg Pay Relative to” in the Transaction Record shall have no meaning and “CalculationPeriodEndDate” will be deemed to apply.

Notwithstanding anything contrary herein, if both a “Floating Initial Stub First Payment Date” and “Floating Final Stub Last Regular Payment Date” are specified, the period between any two Floating Rate Payer Payment Dates, other than between the initial and final two Floating Rate Payer Payment Dates, must be such number of days, weeks, months or years, as applicable, as specified in “Floating Leg Payment Frequency” (as adjusted by any applicable Floating Leg Roll Convention). In the event that the period between any two Floating Rate Payer Payment Dates, other than

between the initial and final two Floating Rate Payer Payment Dates, is not equal to the “Floating Leg Payment Frequency”, the “Floating Final Stub Last Regular Payment Date” specified in the Transaction Record shall be ignored.

Floating Rate for Initial Calculation Period or Compounding Period:

(a) If a “Floating Leg Initial Rate” is specified, such rate; and
(b) if a “Floating Initial Stub First Regular Period Start Date” is specified, and

(i) “Floating Initial Stub Rate” is also specified, such rate;

(ii) “Floating Initial Stub Floating Rate Index Tenor 1” is also specified and “Floating Initial Stub Floating Rate Index Tenor 2” is not specified, the Floating Rate for the initial Floating Rate Payer Calculation Period (or Compounding Period, if applicable) shall be the rate determined using a Designated Maturity equal to the tenor specified therein (using linear interpolation, if applicable);

(iii) both “Floating Initial Stub Floating Rate Index Tenor 1” and “Floating Initial Stub Floating Rate Index Tenor 2” are also specified, the Floating Rate for the initial Floating Rate Payer Calculation Period (or Compounding Period, if applicable) shall be the rate determined through the use of linear interpolation between the Relevant Rates determined using Designated Maturities equal to the tenors specified therein; and

(iv) none of “Floating Initial Stub Floating Rate Index Tenor 1”, “Floating Initial Stub Floating Rate Index Tenor 2”, “Floating Initial Stub Rate” or “Floating Initial Stub Amount” are specified, the Floating Rate for the initial Floating Rate Payer Calculation Period (or Compounding Period, if applicable) shall be determined using a Designated Maturity equal to the tenor of the initial Floating Rate Payer Calculation Period (or Compounding Period, if applicable), using linear interpolation if applicable.

Floating Amount for Initial Calculation Period or Compounding Period:

(a) Unless both a “Floating Initial Stub First Regular Period Start Date” and a “Floating Initial Stub Amount” are specified, the Floating Amount payable by the Floating Rate Payer to the Fixed Rate Payer with respect to the initial Floating Rate Payer Calculation Period shall be determined in accordance with No. 6(1) of the Master Agreement; and

(b) if “Floating Initial Stub First Regular Period Start Date” and “Floating Initial Stub Amount” are both specified, the Floating Amount payable by the Floating Rate Payer to the Fixed Rate Payer with respect to the initial Floating Rate Payer Calculation Period (or, if applicable, the Compounding Period Amount, Basic Compounding Period Amount, Straight Compounding Amount (or relevant component thereof) or Flat Compounding Period Amount, as the case may be, for the first Compounding Period) shall be the amount specified in “Floating Initial Stub Amount”.

Floating Rate for Final Calculation Period or Compounding Period:

If a “Floating Final Stub Last Regular Period End Date” is specified, and

(a) “Floating Final Stub Rate” is also specified, such rate;

(b) “Floating Final Stub Floating Rate Index Tenor 1” is also specified and “Floating Final Stub Floating Rate Index Tenor 2” is not specified, the Floating Rate for the final Floating Rate Payer Calculation Period (or

Compounding Period, if applicable) shall be the rate determined using a Designated Maturity equal to the tenor specified therein (using linear interpolation, if applicable);

(c) both “Floating Final Stub Floating Rate Index Tenor 1” and “Floating Final Stub Floating Rate Index Tenor 2” are also specified, the Floating Rate for the final Floating Rate Payer Calculation Period (or Compounding Period, if applicable) shall be the rate determined through the use of linear interpolation between the Relevant Rates determined using the Designated Maturities equal to the tenors specified therein; and

(d) if none of “Floating Final Stub Floating Rate Index Tenor 1”, “Floating Final Stub Floating Rate Index Tenor 2”, “Floating Final Stub Rate” or “Floating Final Stub Amount” are specified, the Floating Rate for the final Floating Rate Payer Calculation Period (or Compounding Period, if applicable) shall be determined using a Designated Maturity equal to the tenor of the final Floating Rate Payer Calculation Period, (or Compounding Period, if applicable) using linear interpolation if applicable.

Calculation Period or
Compounding Period:

(a) Unless a “Floating Final Stub Last Regular Period Start Date” and a “Floating Final Stub Amount” are specified, the Floating Amount payable by the Floating Rate Payer to the Fixed Rate Payer with respect to the final Floating Rate Payer Calculation Period shall be determined in accordance with No. 6(1) of the Master Agreement; and

(b) if “Floating Final Stub Last Regular Period Start Date” and “Floating Final Stub Amount” are both specified, the Floating Amount payable by the Floating Rate Payer to the Fixed Rate Payer with respect to the final Floating Rate Payer Calculation Period shall be the amount specified in “Floating Final Stub Amount”. A Floating Final Stub Amount should not be specified if Compounding is to apply to the final Floating Rate Payer Calculation Period.

Floating Rate Payer Period End
Dates:

The Floating Rate Payer Period End Dates shall be determined as follows:

(a) If the “Floating Leg Calculation Period Frequency” is a number of days, weeks, months or years, as applicable (or an abbreviation thereof, including a number followed by “D”, “W”, “M”, “Y”, as applicable, or another abbreviation specified by the Company from time to time),

then the first Floating Rate Payer Period End Date shall be the date that is such number of days, weeks, months or years, as applicable, after the Effective Date and each subsequent Floating Rate Payer Period End Date shall be the applicable date that is such number of days, weeks, months or years, as applicable, after the immediately preceding date determined pursuant to this clause (a) (in each case, subject to adjustment in accordance with the Floating Leg Roll Convention specified in the Transaction Record and defined in the applicable portion of the “Valid Values” worksheet in Part B); provided that if Compounding applies, the Floating Rate Payer Period End Dates will be determined as set forth above, but by reference to the “Floating Leg Payment Frequency” in lieu of the “Floating Leg Calculation Period Frequency”; provided further that if (X) a date is specified in “Floating Initial Stub First Regular Period Start Date” and the same date is specified or deemed specified in “Floating Initial Stub First

Payment Date”, such date shall be the first Floating Rate Payer Period End Date and each subsequent Floating Rate Payer Period End Date after such date shall be determined as specified above and (Y) a date is specified in “Floating Final Stub Last Regular Period End Date” and the same date is specified or deemed specified in “Floating Final Stub Last Regular Payment Date”, such date shall be the penultimate Floating Rate Payer Period End Date (with the Termination Date being the final Floating Rate Payer Period End Date) provided, further, that if (X) a date is specified in “Floating Initial Stub First Regular Period Start Date” and a different date is specified in “Floating Initial Stub First Payment Date”, the date specified in “Floating Initial Stub First Payment Date” shall be the first Floating Rate Payer Period End Date and each subsequent Floating Rate Payer Period End Date after such date shall be determined as specified above and (Y) a date is specified in “Floating Final Stub Last Regular Period End Date” and a different date is specified in “Floating Final Stub Last Regular Payment Date”, the date specified in “Floating Final Stub Last Regular Payment Date” shall be the penultimate Floating Rate Payer Period End Date (with the Termination Date being the final Floating Rate Payer Period End Date); and

(b) if the “Floating Leg Calculation Period Frequency” is “1T”,

then the sole Floating Rate Payer Period End Date shall be the Termination Date.

Floating Rate Payer Period End Dates shall be subject to adjustment in accordance with the Business Day Convention set forth in “Floating Leg Calculation Period Business Day Convention”, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Floating Leg Calculation Period Business Days”.

Notwithstanding anything contrary herein, if both a “Floating Initial Stub First Regular Period Start Date” and “Floating Final Stub Last Regular Period End Date” are specified, the length of each Floating Rate Payer Calculation Period, other than the initial and final Floating Rate Payer Calculation Periods, must be such number of days, weeks, months or years, as applicable, as specified in “Floating Leg Calculation Period Frequency” (or, if Compounding applies, “Floating Leg Payment Frequency”) (as adjusted by any applicable Floating Leg Roll Convention). In the event that the length of any Floating Rate Payer Calculation Period, other than the initial and final Floating Rate Payer Calculation Periods, is not equal to the “Floating Leg Calculation Period Frequency” (or, if Compounding applies, “Floating Leg Payment Frequency”), the “Floating Final Stub Last Regular Period End Date” specified in the Transaction Record shall be ignored.

Reset Dates:

(a) If the Floating Leg Reset Frequency and the Floating Leg Calculation Period Frequency are the same, and “Floating Leg Reset Relative to” for such Floating Rate Option is “CalculationPeriodStartDate”, the first day of each Floating Rate Payer Calculation Period (or Compounding Period, if applicable);

(b) if the Floating Leg Reset Frequency and the Floating Leg Calculation Period Frequency are the same, and “Floating Leg Reset Relative to” for

such Floating Rate Option is “CalculationPeriodEndDate”, the last day of each Floating Rate Payer Calculation Period (or Compounding Period, if applicable);

(c) if the Floating Leg Reset Frequency and the Floating Leg Calculation Period Frequency are the not the same, then:

(i) if “Floating Leg Reset Relative to” for such Floating Rate Option is “CalculationPeriodStartDate”, the first Reset Date shall be the Effective Date and each subsequent Reset Date shall be the date that is such period specified in “Floating Leg Reset Frequency” (with a number followed by “D”, “W”, “M”, “Y”, meaning that number of days, weeks, months or years, as applicable) after the immediately preceding date determined pursuant to this clause (c)(i) (in each case, subject to adjustment in accordance with the Floating Leg Roll Convention specified in the Transaction Record and defined in the applicable portion of the “Valid Values” worksheet in Part B); provided if a date is specified in “Floating Initial Stub First Regular Period Start Date” or “Floating Final Stub Last Regular Period End Date”, such date shall be a Reset Date and each subsequent Reset Date after such date shall be determined as specified above; and

(ii) if “Floating Leg Reset Relative to” for such Floating Rate Option is “CalculationPeriodEndDate”, the date that is such period specified in “Floating Leg Reset Frequency” (with a number followed by “D”, “W”, “M”, “Y”, meaning that number of days, weeks, months or years, as applicable) after the Effective Date shall be the first Reset Date and each subsequent Reset Date shall be the applicable date that is such period after the immediately preceding date determined pursuant to this clause (c)(ii) (in each case, subject to adjustment in accordance with the Floating Leg Roll Convention specified in the Transaction Record and defined in the applicable portion of the “Valid Values” worksheet in Part B); provided if a date is specified in “Floating Initial Stub First Regular Period Start Date” or “Floating Final Stub Last Regular Period End Date”, the date that is such period specified in “Floating Leg Reset Frequency” after such date shall be a Reset Date and each subsequent Reset Date after such date shall be determined as specified above; and

(d) notwithstanding clauses (a), (b) and (c) above, if the Floating Rate Option (i) is USD-Federal Funds-H.15, each Business Day during the Term and (ii) is GBP-WMBA-SONIA-COMPOUND or contains “OIS-COMPOUND” or “OIS-COM” in its name, the last day of each Floating Rate Payer Calculation Period.

Reset Business Days: Reset Dates shall be subject to adjustment in accordance with the Business Day Convention set forth in “Floating Leg Reset Business Day Convention”, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the applicable Financial Center Code(s) set forth in “Floating Leg Reset Business Days”.

Designated Maturity: The Floating Leg Designated Maturity (with a number followed by “D”, “W”, “M”, “Y”, meaning that number of days, weeks, months or years, as

applicable).

If no period is specified, the Designated Maturity will not apply.

Floating Rate Payer Calculation Period: The Floating Rate Payer Calculation Period shall be the “Berechnungszeitraum” (calculation period) as used in No. 6(6) of the Master Agreement; provided that the Floating Rate Payer Period End Dates determined as described above shall be used in lieu of the “Zahlungstermin” (payment dates) determined in such Master Agreement.

Relating Payments to Calculation Periods: If “CalculationPeriodStartDate” is specified in “Floating Leg Pay Relative to”, the Floating Amount applicable to a Floating Rate Payer Payment Date will be the Floating Amount calculated with respect to the Floating Rate Payer Calculation Period commencing on and including the Floating Rate Payer Period End Date that is (or is closest in time to) that Floating Rate Payer Payment Date (or, in the case of the first Floating Rate Payer Calculation Period, the Effective Date), or if “CalculationPeriodEndDate” is so specified, the Floating Amount with respect to a Floating Rate Payer Payment Date will be the Floating Amount calculated with respect to the Floating Rate Payer Calculation Period ending on, but excluding, the Floating Rate Payer Period End Date that is (or is closest in time to) that Floating Rate Payer Payment Date (or, in the case of the last Floating Rate Payer Calculation Period, the Termination Date).

Compounding: Compounding is not reflected in the DRV Standard Forms but may be added by the parties to a Transaction by special agreement among such parties. If parties to a Transaction elect Compounding for a Transaction, the relevant provisions of the 2006 ISDA Definitions and the provisions below governing Compounding shall apply:

(a) If “Straight” is set forth in “Floating Leg Compounding Method”, then (i) if Supplement 16 to the 2006 ISDA Definitions does not apply, Compounding will be applicable and Flat Compounding will be deemed not specified for the purposes of the 2006 ISDA Definitions; or (ii) if Supplement 16 to the 2006 ISDA Definitions applies, Straight Compounding will be applicable for purposes of the 2006 ISDA Definitions;

(b) if “Flat” is specified in “Floating Leg Compounding Method”, then (i) if Supplement 16 to the 2006 ISDA Definitions does not apply, Compounding will be applicable and Flat Compounding will be deemed specified for the purposes of the 2006 ISDA Definitions; or (ii) if Supplement 16 to the 2006 ISDA Definitions applies, Flat Compounding will be applicable for purposes of the 2006 ISDA Definitions; and

(c) if “None” is set forth in the “Floating Leg Compounding Method”, inapplicable;

provided that if a party specifies “Flat” in “Floating Leg Compounding Method” but specifies no Floating Rate Spread or a Floating Rate Spread of zero, the “Floating Leg Compounding Method” will be changed by the System to “Straight”, as set forth in Part B. Notwithstanding anything to the contrary herein, if the “Floating Leg Calculation Period Frequency” is a shorter period than the “Floating Leg Payment Frequency” and the parties have not specified a Floating Leg Compounding Method, the Floating

Amounts will be calculated as though “Straight” had been specified, but with references to the “Adjusted Calculation Amount” in the definition of “Compounding Period Amount” replaced with “Calculation Amount”. For the avoidance of doubt, references in this Part A to “Compounding” applying will include either Straight Compounding or Flat Compounding applying.

Compounding Dates:

If Compounding applies, the first Compounding Date shall be the number of days, weeks, months or years, as applicable (or an abbreviation thereof, including a number followed by “D”, “W”, “M”, “Y”, as applicable, or another abbreviation specified by the Company from time to time) specified in “Floating Leg Calculation Period Frequency” after the Effective Date and each subsequent Compounding Date shall be the applicable date that is such number of days, weeks, months or years, as applicable, after the immediately preceding date determined pursuant to this provision (in each case, subject to adjustment in accordance with the Floating Leg Roll Convention specified in the Transaction Record and defined in the applicable portion of the “Valid Values” worksheet in Part B); provided that if (X) a date is specified in “Floating Initial Stub First Regular Period Start Date” and a different date is specified in “Floating Initial Stub First Regular Payment Date”, the date specified in “Floating Initial Stub First Regular Period Start Date” shall be the first Compounding Date and each subsequent Compounding Date after such date shall be determined as specified above and (Y) a date is specified in “Floating Final Stub Last Regular Period End Date” and a different date is specified in “Floating Final Stub Last Regular Payment Date”, the date specified in “Floating Final Stub Last Regular Period End Date” shall be the last Compounding Date (with the final Compounding Period ending on but excluding the Termination Date). For the avoidance of doubt, (a) if the same date is specified or deemed specified in “Floating Initial Stub First Regular Period Start Date” and “Floating Initial Stub First Regular Payment Date”, Compounding shall not apply to the Floating Rate Payer Calculation Period ending on such date; and (b) if the same date is specified or deemed specified in “Floating Final Stub Last Regular Period Start Date” and “Floating Final Stub Last Regular Payment Date”, Compounding shall not apply to the Floating Rate Payer Calculation Period beginning on such date.

Compounding Dates shall be subject to adjustment in accordance with the Business Day Convention set forth in “Floating Leg Calculation Period Business Day Convention”, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Floating Leg Calculation Period Business Days”.

Notwithstanding the foregoing, if the Floating Rate Option is CNY-CNREPOFIX=CFXS-REUTERS and the Floating Rate Calculation Period Frequency is 7 days or one week, the Compounding Dates will be each CNY 7-Repo Compounding Date.

Notwithstanding anything to the contrary herein, if Compounding applies and both a “Floating Initial Stub First Regular Period Start Date” and “Floating Final Stub Last Regular Period End Date” are specified, the length of each Compounding Period, other than the initial and final

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Compounding Periods, must be such number of days, weeks, months or years, as applicable, as specified in “Floating Leg Calculation Period Frequency” (as adjusted by any applicable Floating Leg Roll Convention). In the event that the length of any Compounding Period, other than the initial and final Compounding Periods, is not equal to the “Floating Leg Calculation Period Frequency”, the “Floating Final Stub Last Regular Period End Date” specified in the Transaction Record shall be ignored.

Method of Averaging:

The Method of Averaging is not reflected in the DRV Standard Forms but may be added by the parties to a Transaction by special agreement among such parties. If parties to a Transaction elect Method of Averaging for a Transaction the relevant provisions of the 2006 ISDA Definitions and the provisions below governing the Method of Averaging shall apply:

As set forth in “Floating Leg Averaging Method” (with “Weighted” being deemed to mean “Weighted Average” and “Unweighted” being deemed to mean “Unweighted Average”).

Rate Cut-off Dates:

Rate Cut-off Dates is not reflected in the DRV Standard Forms but may be added by the parties to a Transaction by special agreement among such parties. If parties to a Transaction elect Rate Cut-off Dates for a Transaction, the relevant provisions of the 2006 ISDA Definitions and the provisions below governing Rate of Cut-off dates shall apply:

As set forth in “Floating Leg Rate Cut Off Days”.

Field Descriptions Related to Early Termination

Optional Early Termination and Mandatory Early Termination:

Optional Early Termination and Mandatory Early Termination are not supported by the typical DRV form confirmation. If Optional Early Termination or Mandatory Early Termination is Applicable (either as a New Trade or as an Assignment), the Users will be deemed to have incorporated the following provisions of this Part A and the relevant provisions of the 2006 ISDA Definitions in their relevant confirmation under “Besondere Vereinbarungen”. Users should elect Optional Early Termination or Mandatory Early Termination and populate the relevant fields with caution and ensure that their Master Agreement works with the relevant ISDA Definitions. The Company is not responsible for the effect of electing Optional Early Termination or Mandatory Early Termination or populating any field related thereto in a Transaction Record.

Optional Early Termination

Optional Early Termination:

Applicable if an ETC First Cash Settlement Payment Date is specified and ETC Type is specified as “Optional”.

Option Style:

- (a) If “1 D” is specified for the “ETC Cash Settlement Payment Date Repeat Period”, the applicable Option Style shall be American;
- (b) if any other period is specified for the “ETC Cash Settlement Payment Date Repeat Period”, the applicable Option Style shall be Bermuda; and
- (c) if no period is specified for the “ETC Cash Settlement Payment Date Repeat Period”, the applicable Option Style shall be European.

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Buyer: The Exercising Party.

Seller: The Non-exercising Party.

Commencement Date: If the Option Style is American, the date that is the Exercise Date Number of Business Days before the ETC First Cash Settlement Payment Date.
The “Exercise Date Number of Business Days” is the number of Exercise Business Days set forth in “ETC Exercise Lag”.

Bermuda Option Exercise Dates If the Option Style is Bermuda, the dates that are the Exercise Date Number of Business Days before the ETC First Cash Settlement Payment Date and the Exercise Date Number of Business Days before each Repeat Date.
“Repeat Date” shall mean the date that is determined by adding the time period specified in “ETC Cash Settlement Payment Date Repeat Period” to the date specified as the ETC First Cash Settlement Payment Date or previous Repeat Date, whichever is more recent.

Exercise Business Days: The Business Days applicable to the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “ETC Exercise Business Days”.

Earliest Exercise Time: The time specified as the “ETC Earliest Exercise Time” in the Financial Center corresponding to the Financial Center Code specified in “ETC Exercise Time Business Days”.

Expiration Time: The time specified as the “ETC Latest Exercise Time” in the Financial Center corresponding to the Financial Center Code specified in “ETC Exercise Time Business Days”.

Expiration Date: (a) If the Option Style is American or Bermuda, the date that is the Exercise Date Number of Business Days before the “ETC Last Cash Settlement Payment Date”; and
(b) if Option Style is European, the date that is the Exercise Date Number of Business Days before the “ETC First Cash Settlement Payment Date”.

Partial Exercise: Inapplicable.

Multiple Exercise: Inapplicable.

Mandatory Early Termination

Mandatory Early Termination: Applicable if an ETC First Cash Settlement Payment Date is specified and ETC Type is specified as “Mandatory”.

Mandatory Early Termination Date: The date specified in ETC First Cash Settlement Payment Date, subject to adjustment in accordance with the Cash Settlement Business Day Convention, with Business Days for this purpose being Cash Settlement Business Days.

Early Termination Settlement

Cash Settlement:	Applicable.
Cash Settlement Valuation Dates:	<p>Except as provided below, each date that is the Cash Settlement Valuation Number of Business Days before the Cash Settlement Payment Date. For the avoidance of doubt, if the Cash Settlement Valuation Number of Business Days is “0”, the Cash Settlement Valuation Date shall be the applicable Cash Settlement Payment Date.</p> <p>The “<u>Cash Settlement Valuation Number of Business Days</u>” is the number of Cash Settlement Valuation Business Days set forth in “ETC Valuation Lag”.</p>
Cash Settlement Valuation Business Days:	The Business Days applicable to the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “ETC Valuation Business Days”.
Cash Settlement Valuation Time:	The time specified as the “ETC Valuation Time” in the Financial Center corresponding to the Financial Center Code specified in “ETC Valuation Time Business Days”.
Cash Settlement Business Day Convention:	The Business Day Convention set forth in “ETC Cash Settlement Payment Date Business Day Convention”.
Cash Settlement Business Days:	The Business Days applicable to the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “ETC Cash Settlement Payment Date Business Days”.
Cash Settlement Currency:	The Currency set forth in “ETC Cash Settlement Currency”.
ETC Cash Settlement Method:	<p>(a) If “CashPrice” is specified, Cash Price;</p> <p>(b) if “CashPriceAlternate” is specified, Cash Price – Alternate Method;</p> <p>(c) if “ParYieldCurveAdjusted” is specified, Par Yield Curve – Adjusted;</p> <p>(d) if “ZeroCouponYieldAdjusted” is specified, Zero Coupon Yield – Adjusted; and</p> <p>(e) if “ParYieldCurveUnAdjusted”, Par Yield Curve – Un-Adjusted.</p>
Settlement Rate:	Determined using Other Price Source based on the specified ETC Rate Source (together with any ETC Page and ETC Page Heading). In the event of a dispute between the parties as to the applicable source of the Settlement Rate, the source of the Settlement Rate shall be determined by reference to the sources (if any) listed for the relevant Floating Rate Option in the 2006 ISDA Definitions Settlement Matrix for Early Termination and Swaptions or its successor, in either case, as most recently published by ISDA as of the Trade Date.
Quotation Rate:	As set forth in “ETC Quotation Rate Type”.
Early Termination Calculation Agent:	<p>For purposes of the terms related to Early Termination only, the Calculation Agent shall be:</p> <p>(a) the Exercising Party, if “ExercisingParty” is specified;</p>

- (b) the Non-exercising Party, if “NonExercisingParty” is specified;
 - (c) if the participant ID of a party is specified, such party;
 - (d) both parties, if “Joint” is specified; or
 - (e) the party identified as the Calculation Agent in the related Master Document, if “AsSpecifiedinMasterAgreement” is specified;
- in each case, in “ETC Calculation Agent”. Note that in the case of clause (e), the Users must ensure that their Master Agreement specifies a Calculation Agent; the typical Master Agreement governed by the DRV does not.

Field Descriptions Related to Swaptions

The following terms shall apply to a Swaption.

Swaption Follow Up Confirmation	Swaption Follow Up Confirmation is not supported by the typical DRV confirmation and, accordingly, such field shall not apply to swaption transactions governed by the DRV.
Option Style:	As set forth in “Swaption Style”.
Swaption Straddle:	<p>Applicable if “Yes” is specified, otherwise, inapplicable.</p> <p>Swaption Straddles are not reflected in the Swaption DRV Confirmations but may be added by the parties to a Transaction by special agreement among such parties. If parties to a Transaction specify “Yes” in the field “Swaption Straddle” in the Transaction Record, the relevant provisions of the 2006 ISDA Definitions and the provisions below governing Swaption Straddles shall apply:</p> <p>If Swaption Straddle is applicable, notwithstanding the terms of the Underlying Swap Transaction, the Swaption Buyer shall specify in any notice of exercise given pursuant to Section 13.2 of the 2006 ISDA Definitions whether, with respect to such Underlying Swap Transaction, such Swaption Buyer shall be the Fixed Rate Payer or the Floating Rate Payer.</p>
Expiration Date:	As set forth in “Swaption Expiration Date”, subject to adjustment in accordance with the Exercise Business Day Convention set forth in “Swaption Exercise Business Day Convention”.
<u>Affected Swaption Premium:</u>	<u>In the case of the assignment of a swaption, the amount in the “Affected Swaption Premium Currency” set forth in “Affected Swaption Premium Amount” shall be payable under the assigned swaption on the related “Affected Swaption Premium Payment Date”) as set forth in the applicable “IRS SPT Upload Field Parameters” in Part B. The “Affected Swaption Premium Payment Date” shall be subject to adjustment in accordance with the Following Business Day Convention with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in both “Fixed Leg Payment Business Days” and “Floating Leg Payment Business Days” (“Combined Fixed/Floating Business Days”) and shall contain the same value as</u>

“Swaption Premium Payment Date (Adjusted)”.

Exercise Business Day:	The Business Days applicable to the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Swaption Exercise Business Days”.
Earliest Exercise Time:	The time specified as the “Swaption Earliest Exercise Time” in the Financial Center corresponding to the Financial Center Code specified in “Swaption Exercise Time Business Days”.
Latest Exercise Time:	The time specified as the “Swaption Latest Exercise Time” in the Financial Center corresponding to the Financial Center Code specified in “Swaption Exercise Time Business Days”.
Expiration Time:	The time specified as the “Swaption Expiration Time” in the Financial Center corresponding to the Financial Center Code specified in “Swaption Exercise Time Business Days”.
Commencement Date:	If the Option Style is American, the date specified in “Swaption Commencement Date”.
Bermuda Option Exercise Dates:	<p>If the Option Style is Bermuda, the dates that are the period specified in “Swaption Effective Date/Exercise Date Offset” before the “Swaption Bermudan First Effective Date” and each Repeat Date, up to and including the date that is the period specified in “Swaption Effective Date/Exercise Date Offset” before the “Swaption Bermudan Last Effective Date”.</p> <p>“Repeat Date” shall mean the date that is determined by adding the time period specified in “Swaption Repeat Period” to the date specified as the “Swaption Bermudan First Effective Date” or previous Repeat Date, whichever is more recent.</p>
Swaption Effective Date/Exercise Date Offset:	As used for purposes of determining any date, if a number of days is specified therein, such number shall be deemed to refer to a number of Exercise Business Days, or if a number of weeks, months or years is specified therein, the relevant date determined by application of the period will be subject to adjustment in accordance with the Exercise Business Day convention set forth in “Swaption Exercise Business Day Convention”.
Automatic Exercise:	If “Automatic” is specified in “Swaption Exercise Method”, Applicable; otherwise, Inapplicable, provided always Inapplicable for transactions that incorporate the Physical Settlement DRV Confirmation (because automatic exercise is not contemplated therein).
Threshold for Automatic Exercise:	<p>Threshold for Automatic Exercise is not reflected in the Cash Settlement Swaption DRV Confirmation but may be added by the parties to a Transaction by special agreement among such parties. If parties to a Transaction elect Threshold for Automatic Exercise for a Transaction, the relevant provisions of the 2006 ISDA Definitions and the provisions below governing Threshold for Automatic Exercise shall apply:</p> <p>If Automatic Exercise is Applicable, the percentage specified in “Swaption Threshold for Auto Exercise”.</p>
Fallback Exercise:	Fallback Exercise is not reflected in the Cash Settlement Swaption DRV Confirmations but may be added by the parties to a Transaction by special agreement among such parties. If parties to a Transaction elect Fallback

Exercise for a Transaction, the relevant provisions of the 2006 ISDA Definitions and the provisions below governing Fallback Exercise shall apply:

Notwithstanding Section 13.8 of the 2006 ISDA Definitions, if Automatic Exercise is Inapplicable, Fallback Exercise shall be Applicable only if “true” is specified in “Swaption Fallback Exercise”; otherwise, Fallback Exercise shall be Inapplicable.

Underlying Swap Transaction Effective Date:

(i) With respect to an American-style Swaption, the Effective Date for the Underlying Swap Transaction shall be the date that is the period set forth in “Swaption Effective Date/Exercise Date Offset” following the Exercise Date.

(ii) With respect to a Bermuda-style Swaption, the Effective Date for the Underlying Swap Transaction shall be the Swaption Bermudan First Effective Date, applicable Repeat Date, or Swaption Bermudan Last Effective Date, as the case may be, corresponding to the Exercise Date.

(iii) With respect to a European-style Swaption, the Effective Date for the Underlying Swap Transaction shall be the date specified in “Effective Date (Adjusted)”; provided that if a separate Fixed Leg Effective Date and Floating Leg Effective Date are specified therein (or are otherwise specified in the Transaction Record), for purposes of the calculation of Fixed Amounts, the Effective Date for the Underlying Swap Transaction will be the date so specified as the Fixed Leg Effective Date, and for purposes of the calculation of Floating Amounts, the Effective Date for the Underlying Swap Transaction will be the date so specified as the Floating Leg Effective Date.

Underlying Swap Transaction Termination Date:

The Termination Date for an Underlying Swap Transaction resulting from an American or Bermuda-style Swaption shall (i) if a date is specified in “Termination Date” in the Transaction Record, such date; or (ii) if a date is not so specified, the date that is the period specified in “Swap Termination Date Offset” following the Effective Date for the Underlying Swap Transaction (and if there are different Effective Dates for the Fixed Amounts and Floating amounts, there will be corresponding different Termination Dates for the Fixed Amounts and Floating Amounts). Such Termination Date shall be subject to adjustment in accordance with the Termination Date Business Day Convention, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Termination Date Business Days”; provided that if the “Termination Date Business Day Convention” is “Not Applicable”, the Termination Date for purposes of the Floating Amounts will be adjusted in accordance with the “Floating Leg Calculation Period Business Day Convention” and the Termination Date for purposes of the Fixed Amounts will be adjusted in accordance with the “Fixed Leg Calculation Period Business Day Convention”, in either case using the applicable Business Days determined pursuant to this provision; provided, further, that if “Termination Date Business Days” are not specified, the applicable Business Days for purposes of adjusting the Termination Date with respect to the Floating Amounts as set forth in this provision will be determined based on the Financial Center(s) corresponding to the relevant

Financial Center Code(s) set forth in “Floating Leg Calculation Period Business Days” and the applicable Business Days for purposes of adjusting the Termination Date with respect to Fixed Amounts as set forth in this provision will be determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Fixed Leg Calculation Period Business Days”.

The Termination Date for an Underlying Swap Transaction arising from a European-style Swaption shall be the date specified as the “Termination Date” in the Transaction Record, subject to adjustment in accordance with the Business Day Convention set forth in “Termination Date Business Day Convention”, with Business Days for this purpose determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Termination Date Business Days”; provided that if the “Termination Date Business Day Convention” is “Not Applicable”, the Termination Date for purposes of the Floating Amounts will be adjusted in accordance with the “Floating Leg Calculation Period Business Day Convention” and the Termination Date for purposes of the Fixed Amounts will be adjusted in accordance with the “Fixed Leg Calculation Period Business Day Convention”, in either case using the applicable Business Days determined pursuant to this provision; provided, further, that if “Termination Date Business Days” are not specified, the applicable Business Days for purposes of adjusting the Termination Date with respect to the Floating Amounts as set forth in this provision will be determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Floating Leg Calculation Period Business Days” and the applicable Business Days for purposes of adjusting the Termination Date with respect to Fixed Amounts as set forth in this provision will be determined based on the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Fixed Leg Calculation Period Business Days”.

Swaption Settlement Type: Cash, Physical or Cleared-Physical.

Cleared Physical Settlement: As set out in Section 15.2 of the 2006 ISDA Definitions. Applicable if “Cleared-Physical” is specified in Swaption Settlement Type.

The following terms shall apply in the case of Cash Settlement.

Cash Settlement Valuation Date: The date that is the Swaption Cash Settlement Valuation Number of Business Days after the Exercise Date. For the avoidance of doubt, if the Swaption Cash Settlement Valuation Number of Business Days is “0”, the Cash Settlement Valuation Date shall be the Exercise Date.

The “Swaption Cash Settlement Valuation Number of Business Days” is the number of Exercise Business Days set forth in “Swaption Valuation Lag”.

Cash Settlement Business Days: The Business Days applicable to the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Swaption Settlement

Payment Date Business Days”.

Cash Settlement Payment Date: The date that is the Swaption Cash Settlement Number of Business Days after the Cash Settlement Valuation Date. For the avoidance of doubt, if the Swaption Cash Settlement Number of Business Days is “0”, the Cash Settlement Payment Date shall be the applicable Cash Settlement Valuation Date.

The “Swaption Cash Settlement Number of Business Days” is the number of Cash Settlement Business Days set forth in “Swaption Settlement Payment Date Lag”.

Cash Settlement Currency: The Currency set forth (a) in “Swaption Settlement Currency”.

Swaption Cash Settlement Method: (a) If “CashPrice” is specified, Cash Price;
(b) if “CashPriceAlternate” is specified, Cash Price – Alternate Method;
(c) if “CollateralizedCashPrice” is specified, Collateralized Cash Price;
(d) if “ParYieldCurveAdjusted” is specified, Par Yield Curve – Adjusted;
(~~e~~) if “ZeroCouponYieldAdjusted” is specified, Zero Coupon Yield – Adjusted; and
(~~e~~f) if “ParYieldCurveUnAdjusted” is specified, Par Yield Curve – Unadjusted.

Settlement Rate: Determined using Other Price Source based on the specified Swaption Rate Source (together with any Swaption Page and Swaption Page Heading). In the event of a dispute between the parties as to the applicable source of the Settlement Rate, the source of the Settlement Rate shall be determined by reference to the sources (if any) listed for the relevant Floating Rate Option in the 2006 ISDA Definitions Settlement Matrix for Early Termination and Swaptions or its successor, in either case, as most recently published by ISDA as of the Trade Date.

Quotation Rate: As set forth in “Swaption Quotation Rate Type”; provided that, “ExercisingPartyPays” is not reflected in the Cash Settlement Swaption DRV Confirmation but may be added by the parties to a Transaction by special agreement among such parties. If parties to a Transaction elect “ExercisingPartyPays” in the field “Swaption Quotation Rate Type” in the Transaction Record, the relevant provisions of the 2006 ISDA Definitions shall apply.

Swaption Calculation Agent: For purposes of the terms related to Swaptions only, the Calculation Agent shall be:

- (a) the Exercising Party, if “ExercisingParty” is specified;
 - (b) the Non-exercising Party, if “NonExercisingParty” is specified;
 - (c) both parties, if “Joint” is specified; or
 - (d) the party identified as the Calculation Agent in the related Master Document, if “AsSpecifiedinMasterAgreement” is specified;
- in each case, in “Swaption Calculation Agent”. Note that in the case of clause (d), the Users must ensure that their Master Agreement specifies a Calculation Agent; the typical Master Agreement governed by the DRV

does not.

Exercise Notice:

If a termination message is submitted to the System for a termination in full with a Post Trade Transaction Date that is the same as the Swaption's Expiration Date, such termination message will be considered an exercise notice or a confirmation of an exercise notice, as the case may be, for such Swaption and not a termination agreement. In such case, if Cash Settlement applies to such Swaption and a termination payment amount is specified in the termination message, such amount will be deemed to be the Cash Settlement Amount applicable to such Swaption.

Field Descriptions Related to Reference Bonds

The DRV Standard Forms and the DRV do not contemplate Reference Bonds. If the parties nevertheless elect to populate such fields, the following terms shall apply if a Reference Bond is identified in the Transaction Record with respect to the fixed or floating leg, in lieu of any contrary provisions in this Part A, Part B (including the “Bond Fields” worksheet) or the Transaction Record.

Effect of Specifying Reference Bond: If an eligible Reference Bond Identifier is specified in (a) “Fixed Leg Reference Bond Identifier”, Fixed Leg Reference Bond shall be applicable, and/or (b) “Floating Leg Reference Bond Identifier”, Floating Leg Reference Bond shall be applicable.

Notwithstanding any provisions in this Part A, Part B or the Transaction Record,

(i) if Fixed Leg Reference Bond is applicable, on each Fixed Rate Payer Payment Date, the Fixed Rate Payer shall pay a Fixed Amount; and

(ii) if Floating Leg Reference Bond is applicable, on each Floating Rate Payer Payment Date, the Floating Rate Payer shall pay a Floating Amount;

in either case, equal to the scheduled gross interest payment amount to be paid by the issuer of the applicable Reference Bond on such date to a holder of a principal amount of such Reference Bond equal to the Notional Amount (as such Reference Bond is in effect on the Effective Date, and ignoring any amendment, modification, redemption or repayment of the Reference Bond following the Effective Date or default thereon and regardless of the amount of such Reference Bond actually issued).

Notwithstanding any provisions in this Part A, Part B or the Transaction Record, if Fixed Leg Reference Bond is applicable for a “zero-coupon” swap (e.g., where the Fixed Leg Calculation Period Frequency is 1T) and a party is specified as the “Cancellable Rights Buyer” in the Transaction Record, the Cancellable Termination Fee will be equal to the applicable amount under the fee schedule applicable to a call at the relevant time with respect to a principal amount of the Reference Bond equal to the outstanding Notional Amount at such time as such fee schedule is set forth in the terms of the documentation of the Reference Bond (as in effect on the Effective Date, and ignoring any amendment, modification, redemption or repayment of the Reference Bond following the Effective Date or default thereon and regardless of the amount of such Reference Bond actually called).

For the avoidance of doubt, the obligations of the Fixed Rate Payer or the Floating Rate Payer, as applicable, with respect to a Transaction shall in no way depend on the performance of the Reference Bond specified (including, whether payments have been or are expected to be made on such Reference Bond).

Field Descriptions Related to Additional Payments

If an Additional Payment Amount is specified, the party identified therein as the Additional Payment Payer shall pay the specified Additional Payment Amount in the specified Additional Payment Currency on the specified Additional Payment Pay Date (Adjusted) (which shall be subject to adjustment in accordance with the Following Business Day Convention, with Business Days for this purpose determined based on the

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Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in both “Fixed Leg Payment Business Days” and “Floating Leg Payment Business Days” (“Combined Fixed/Floating Business Days”). If an Additional Payment 2 Amount is specified, the party identified therein as the Additional Payment 2 Payer shall pay the specified Additional Payment 2 Amount in the specified Additional Payment 2 Currency on the specified Additional Payment 2 Pay Date (Adjusted) (which shall be subject to adjustment in accordance with the Following Business Day Convention, with Business Days for this purpose being Combined Fixed/Floating Business Days). The treatment of such payments in the case of transactions that may be assigned shall be as set forth in the applicable “IRS SPT Upload Field Parameters” in Part B.

Field Descriptions Related to Non-Deliverable Swaps

The DRV Standard Forms and the DRV do not contemplate Non-Deliverable Swaps. If the parties nevertheless elect to populate such fields, the following terms shall apply if the “Non-Deliverable Indicator” specified in the Transaction Record has a value of “Y” or is blank.

Settlement Provisions

Settlement:	Non-Deliverable, with the effect that any Fixed Amounts or Floating Amounts payable on an Applicable Payment Date (a “ <u>Reference Currency Payment Date</u> ”) in the Reference Currency shall be converted into equivalent amounts in the Settlement Currency by reference to the Settlement Rate determined pursuant to the Settlement Rate Option on the applicable Valuation Date. All amounts payable on the Reference Currency Payment Date shall be paid in the Settlement Currency.
Applicable Payment Dates:	If “PaymentDates” is specified in “Non Deliverable Applicable Payments” in the Transaction Record, each Payment Date.
FX Definitions:	The applicable definitions specified in “Non Deliverable FX Definitions” in the Transaction Record.
Reference Currency:	The Reference Currency specified in “Non Deliverable Reference Currency” in the Transaction Record.
Settlement Currency:	The Settlement Currency specified in “Non Deliverable Settlement Currency” in the Transaction Record.
Settlement Rate Option:	The Settlement Rate Option specified in “Non Deliverable Settlement Rate Option” in the Transaction Record.
Valuation Date:	<p>Except as provided below, each date that is the Valuation Number of Business Days before a date scheduled as a Reference Currency Payment Date (before the application of the relevant Business Day Convention). For the avoidance of doubt, if the Valuation Number of Business Days is “0”, the Valuation Date shall be the applicable Reference Currency Payment Date.</p> <p>The “<u>Valuation Number of Business Days</u>” is the number of Valuation Business Days set forth in “Non Deliverable Valuation Days Lag” in the Transaction Record.</p> <p>Notwithstanding the foregoing, if a day that, but for the occurrence on that day of an Unscheduled Holiday would have been a Valuation Date (a “<u>Scheduled Valuation Date</u>”), is as a result of such occurrence not a Valuation Business Day, the Valuation Date in question shall be the next following Valuation Business Day after such Scheduled Valuation Date on which an Unscheduled Holiday does not occur, provided that if the</p>

Valuation Date has not occurred on or before the number of consecutive days equal to the Maximum Days of Postponement 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 Valuation Business Day but for the Unscheduled Holiday, shall be deemed to be the relevant Valuation Date.

“Unscheduled Holiday” means that a day is not a Valuation 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 Financial Center(s) of the Reference Currency 2 Business Days prior to the Scheduled Valuation Date.

Maximum Days of Postponement: As specified in “Non Deliverable Maximum Days of Postponement” in the Transaction Record.

Valuation Business Days: The Business Days applicable to the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Non Deliverable Valuation Business Days” in the Transaction Record.

Calculation Agent: For purposes of the terms related to Non-Deliverable Swaps only, the Calculation Agent shall be:

- (a) the Exercising Party, if “ExercisingParty” is specified;
- (b) the non-exercising Party, if “NonExercisingParty” is specified;
- (c) if the participant ID of a party is specified, such party; or
- (d) the party identified as the Calculation Agent in the related Master Document, if “AsSpecifiedinMasterAgreement” is specified;

In each case, in “Non Deliverable Calculation Agent”.

Disruption Events:

Event Currency: The Reference Currency

Price Source Disruption: Applicable.

Disruption Fallbacks:

Valuation Postponement: For purposes of obtaining a Settlement Rate, the Spot Rate will be determined on the Valuation Business Day immediately following 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 Valuation 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 Fallback Reference Price.

“Maximum Days of Postponement” are the number of days set forth for applicable Floating Rate Option, as set forth in the applicable portion of the “IRS SPT Defaults” worksheet in Part B.

Fallback Reference Price:	The applicable Settlement Rate Option specified in “Non Deliverable Fallback Settlement Option” in the Transaction Record, in the order specified. .
Fallback Survey Valuation Postponement:	If “Y” is specified in “Non Deliverable Fallback Survey Valuation Postponement” in the Transaction Record, in the event that the Fallback Reference Price is not available on or before the 3rd Valuation Business Day (or day that would have been a Valuation Business Day but for an Unscheduled Holiday) following the end of either (i) Valuation Postponement due to a Price Source Disruption, (ii) the Deferral Period for Unscheduled Holiday, or (iii) Cumulative Events, then the Settlement Rate will be determined in accordance with the terms of Calculation Agent Determination of Settlement Rate 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 the postponement of valuation in accordance with this provision.
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 the Maximum Days of Postponement. Accordingly, (x) if, upon the lapse of any period equal to the Maximum Days of Postponement, an Unscheduled Holiday shall have occurred or be continuing on the day following such period that otherwise would have been a Valuation Business Day, then such day shall be deemed to be a Valuation Date, and (y) if, upon the lapse of any such period equal to the Maximum Days of Postponement, 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 terms of Fallback Reference Price.
Adjustment to Termination Date and Reference Currency Payment Dates:	If the Valuation Date in respect of a Reference Currency Payment Date or the Termination Date is not the Scheduled Valuation Date in respect of such Reference Currency Payment Date or the Termination Date, then such Reference Currency Payment Date or the Termination Date, as applicable, shall occur 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 or the 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 or the Termination Date shall be adjusted in respect of both parties’ payments.
Additional Provisions for BRL CDI Transactions:	The following provisions shall apply to an Interest Rate Swap for which the Floating Rate Option is “BRL-CDI”, notwithstanding anything to the contrary herein or in the DRV Standard Forms, the 2000 Definitions, 2006 Definitions or the FX Definitions. In the event of any inconsistency between the following provisions and the other provisions applicable to Non-Deliverable Swaps, the following provisions shall govern for a BRL-CDI transaction.
Brazil Business Day or “BRBD”:	A business day in any of São Paulo, Rio de Janeiro or Brasilia not otherwise declared as a financial market holiday by the Bolsa de

Mercadorias & Futuros (the “BM&F”) (see www.andima.com.br or any successor page).

Business Days for Fixed Leg Payment Business Day Convention and Floating Leg Payment Business Day Convention: If “BRBD” and “USNY” are specified in the applicable field in the Transaction Record, BRBD and New York; provided that in the event of an Unscheduled Holiday following the Trade Date, then New York only. If other Financial Center Code(s) are set forth in the applicable field in the Transaction Record, the Business Days applicable to the Financial Center(s) corresponding to such code(s).

Trade Date Present Value Notional Amount: The Notional Amount.

Termination Date Future Value Notional Amount: The amount specified in “Bilateral Comments” in the Transaction Record.

Calculation Days: As of the Trade Date, the number of Brazil Business Days from and including the Effective Date to but excluding the Termination Date.

Fixed Amount: An amount equal (i) the Notional Amount multiplied by (ii) $(1 + \text{Fixed Rate})^{\text{Fixed Rate Day Count Fraction}}$.

Floating Rate: For each Reset Date, the CDI for such date.

CDI: For any Reset Date, the Overnight Brazilian Interbank Deposit Rate Annualized, known as the average (“Media”) of the DI-OVER-EXTRA Group as published by CETIP (Câmara de Custódia e Liquidação) (the “Overnight CDI Rate”) for such date; provided that (i) such rate is published not later than 12:00 p.m. on the Brazil Business Day next following such Reset Date and (ii) any adjustments made by CETIP to such rate at any time later than the end of the business day on such Reset Date shall not be taken into account.

If for any Reset Date there is no published Overnight CDI Rate (including as a result of the proviso above), CDI for the relevant Reset Date will be the overnight deposit rate published for such date by the BM&F in accordance with its rules (see http://www.bmf.com.br/portal/pages/boletim1/bd_manual/indicadoreFinancieiros1.asp, or any successor page). If the BM&F does not publish such a rate for such date, CDI for the relevant Reset Date shall be determined jointly by the parties. If the parties do not agree on a determination of such rate within one Brazil Business Day following the relevant Reset Date, CDI shall be determined through a CDI Reference Dealer Poll as described herein. If CDI for a Reset Date is not so determined by a CDI Reference Dealer Poll, Calculation Agent Determination shall apply.

CDI Reference Dealer Poll: If applicable for a Reset Date as set forth above, the Calculation Agent shall conduct up to four dealer polls commencing on the Brazil Business Day following the relevant Reset Date, in each case by requesting each of the CDI Reference Dealers to provide a quotation of the CDI. If at least four such quotations are obtained from CDI Reference Dealers in any such poll, the highest and lowest quotations will be disregarded and CDI for the relevant Reset Date will equal the arithmetic mean of the remaining quotations. If fewer than four such quotations are obtained from a poll, the Calculation Agent shall conduct additional such polls until four such

quotations are obtained in any poll; provided that the Calculation Agent shall not conduct more than four polls in the aggregate (with not more than two polls on any day and with such polls conducted over not more than two Brazil Business Days). If four quotations are not obtained from any of such four polls, CDI shall not be determined by a CDI Reference Dealer Poll.

CDI Reference Dealers: At least six and not more than eight leading onshore dealers in the CDI market selected by the Calculation Agent.

Floating Amount: (i) Notional Amount multiplied by (ii) CDI Product.

CDI Product: The rate determined pursuant to the following formula:

$$\prod_{j=1}^N (1 + (CDI_j / 100))^{(1/252)}$$

Where:

N=the number of Brazil Business Days (each such day, a “Reset Date”) from and including the Effective Date to but excluding the Termination Date

CDI_j=the Floating Rate for the jth Reset Date, with CDI₁ being Floating Rate determined for the Effective Date.

Disruption Events: Price Source Disruption: Applicable
Price Materiality: Applicable

Price Materiality Terms: Primary Rate: Settlement Rate Option (as set forth in “Non Deliverable Settlement Rate Option” in the Transaction Record).

Secondary Rate: Fallback Rate Option (as set forth in “Non Deliverable Fallback Settlement Option” in the Transaction Record, in the order specified).

Price Materiality Percentage: 3%, provided that if there are insufficient responses on the Valuation Date to the EMTA BRL Industry Survey or EMTA BRL Indicative Survey, as applicable, the Price Materiality Percentage will be deemed to have been met.

Disruption Fallbacks: (a) First Fallback Reference Price: The first rate option set forth in as a Fallback Rate Option in “Non Deliverable Fallback Settlement Option” in the Transaction Record.

(b) Valuation Postponement

(c) Second Fallback Reference Price: The second rate option set forth as a Fallback Rate Option in “Non Deliverable Fallback Settlement Option” in the Transaction Record.

(d) Calculation Agent Determination of Settlement Date

Certain Modifications for BRL-CDI Transaction: For purposes of BRL-CDI transactions, (i) references in “Valuation Postponement” and “Cumulative Events” above to “Fallback Reference Price” shall be deemed to refer to the Disruption Fallback that is next

deemed to apply to the Transaction; (ii) “Fallback Survey Valuation Postponement” above shall not apply; and (iii) Period End Dates shall not be adjusted as a result of any adjustment to the Termination Date set forth in “Adjustment to Termination Date and Reference Currency Payment Dates”.

Quoting Dealer
Disclaimer:

The parties acknowledge and agree that one or both parties to this Transaction, acting directly or through a branch or affiliate, may be requested to provide a quotation or quotations from time to time for the purpose of determining a Fallback Rate Option and such quotation may affect, materially or otherwise, the settlement of this Transaction.

Field Descriptions Related to Assignments and/or Amendments

Remaining Party 2	<p>The DRV standard form for assignments does not provide for four party assignments by way of one single assignment but by way of two separate assignments (see Appendix P) whereas the fields in the Transaction Record provide for a single assignment for four party assignments.</p> <p>Accordingly, where a Transaction Record regarding an Assignment does designate a Remaining Party 2, <i>i.e.</i> a four way party assignment, for the <u>first assignment</u>, the party specified as “Transferor” in the Transaction Record shall be specified as “[Partei 2] (“übertragende Partei”))” in the DRV standard form for assignments, the party specified as “Transferee” in the Transaction Record shall be specified as “[Partei 3] (“übernehmende Partei”))” in the DRV standard form for assignments and the party specified as “Remaining Party” in the Transaction Record shall be specified as “[Partei 1] (“verbleibende Partei”))” in the DRV standard form for assignments, and for the <u>second assignment</u>, the party specified as “Remaining Party” in the Transaction Record shall be specified as “[Partei 2] (“übertragende Partei”))” in the DRV Standard form for assignments, the party specified as “Transferee” in the Transaction Record shall be specified as “[Partei 1] (“verbleibende Partei”))” in the DRV standard form for assignments and the party specified as “Remaining Party 2” in the Transaction Record shall be specified as “[Partei 3] (“übernehmende Partei”))” in the DRV standard form for assignments.</p>
Post Trade Payment Amount	<p>Post Trade Payment is not supported by the typical DRV form confirmation in connection with an Assignment. If Post Trade Payment Amount is specified in the Transaction Record in connection with an Assignment or Amendment, the Post Trade Payment Payer shall pay the Post Trade Payment Amount in the Post Trade Payment Currency on the Post Trade Payment Date (which shall be adjusted in accordance with the Following Business Day Convention, with Business Days being Combined Fixed/Floating Business Days) to the Post Trade Payment Receiver; provided that where the specified Post Trade Payment Payer or Post Trade Payment Receiver is not a party to the Assignment but is a member of the Family of a party, such party shall cause such specified Family member to make or receive such payment, as applicable.</p>
Full First Calculation Period Applicable (Y/N)	<p>Full First Calculation Period Applicable (Y/N) is not supported by the typical DRV form confirmation in connection with an Assignment. Accordingly, unless otherwise agreed by the parties to a Transaction in</p>

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their Master Agreement or a side agreement, the Transferee shall always receive a full period coupon.

New Master Agreement Type For Transactions which continue to be governed by the DRV after an Assignment “DRV” shall be specified in the field “New Master Agreement Type”.

New Definitions Type For Transactions which continue to be governed by the DRV after an Assignment the 2006 ISDA Definitions shall be applicable, to the extent provided herein.

Field Descriptions Related to Cancellable Swaps

Cancellable Swaps are not supported by the typical DRV form confirmation. If a party is specified as the “Cancellable Rights Buyer”, the Users will be deemed to have incorporated the following provisions of this Part A and the relevant provisions of the 2006 ISDA Definitions in their relevant confirmation under “Besondere Vereinbarungen”. Users should specify a Cancellable Rights Buyer and populate the relevant fields with caution and ensure that their Master Agreement works with the relevant ISDA Definitions. The Company is not responsible for the effect of specifying a Cancellable Rights Buyer or populating any field related thereto in a Transaction Record. The following terms shall apply to an Interest Rate Swap if a party is specified as the “Cancellable Rights Buyer” in the Transaction Record.

Optional Early Termination: Without prejudice to any separate early termination provisions that may be applicable to an Interest Rate Swap, Optional Early Termination shall be applicable; provided that Cash Settlement shall not apply and following the Optional Early Termination Date, neither party shall have any further obligation to the other in respect of the Transaction, other than in respect of payment of the “Cancellable Termination Fee” as set forth below and any other amount due and unpaid under the Transaction as of the Optional Early Termination Date.

Option Style:

- (a) If “1D” is specified in “Cancellable Termination Date Repeat Period”, the applicable Option Style shall be American.
- (b) If any other period is specified in “Cancellable Termination Date Report Period”, the applicable Option Style shall be Bermuda.
- (c) If no period is specified in “Cancellable Termination Date Repeat Period”, the applicable Option Style shall be European.

Buyer: The party identified as the “Cancellable Rights Buyer”.

Seller: The party other than the Buyer.

Commencement Date: If the Option Style is American, the date that is the Exercise Number of Days before the “Cancellable First Termination Date”, subject to adjustment in accordance with the “Cancellable Exercise Business Day Convention”.

Exercise Number of Days: The number of calendar days or Exercise Business Days (as set forth in “Cancellable Exercise Lag Day Type”) set forth in “Cancellable Exercise Lag”.

Bermuda Option Exercise Dates: If the Option Style is Bermuda, the dates that are the Exercise Number of Days before the “Cancellable First Termination Date” and the Exercise Number of Days before each Bermuda Repeat Date, in each case subject to

adjustment in accordance with the “Cancellable Exercise Business Day Convention”.

“Bermuda Repeat Date” means the date that is determined by adding the time period specified in “Cancellable Termination Date Repeat Period” to the “Cancellable First Termination Date” or previous Repeat Date, whichever is more recent.

Exercise Business Days:	The Business Days applicable to the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Cancellable Exercise Business Days”.
Earliest Exercise Time:	The time specified as the “Cancellable Earliest Exercise Time” in the Financial Center corresponding to the Financial Center Code specified in “Cancellable Exercise Time Business Days”.
Expiration Time:	The time specified as the “Cancellable Latest Exercise Time” in the Financial Center corresponding to the Financial Center Code specified in “Cancellable Exercise Time Business Days”.
Expiration Date:	(a) If the Option Style is American or Bermuda, the date that is the Exercise Number of Days before the “Cancellable Last Termination Date”, subject to adjustment in accordance with the “Cancellable Exercise Business Day Convention”. (b) If the Option Style is European, the date that is the Exercise Number of Days before the “Cancellable First Termination Date”, subject to adjustment in accordance with the “Cancellable Exercise Business Convention”.
Optional Early Termination Date:	If the Option Transaction is exercised, (i) if the Option Style is American, the date that is the Exercise Number of Days following the Exercise Date (provided that such date shall not be prior to the “Cancellable First Termination Date”); (ii) if the Option Style is European, the “Cancellable First Termination Date”; or (iii) if the Option Style is Bermuda, the “Cancellable First Termination Date” or Bermuda Repeat Date, as the case may be, corresponding to the Exercise Date, in each case, subject to adjustment in accordance with the “Cancellable Termination Date Business Day Convention” in the event such date is not a Cancellable Termination Date Business Day; <u>provided</u> that if the “Cancellable Termination Date Business Day Convention” is “Not Applicable”, such date for purposes of the Floating Amounts will be adjusted in accordance with the “Floating Leg Calculation Period Business Day Convention” and such date for purposes of the Fixed Amounts will be adjusted in accordance with the “Fixed Leg Calculation Period Business Day Convention”.
Cancellable Termination Date Business Days:	The Business Days applicable to the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Cancellable Termination Date Business Days”.
Partial Exercise:	Inapplicable.
Multiple Exercise:	Inapplicable.
Cancellation Fee Payment Date:	The date that is the number of Cancellable Termination Fee Payment Date Business Days specified in “Cancellable Termination Fee Payment Date

Lag” prior to the date scheduled to be the Optional Early Termination Date (before adjustment for any applicable Business Day Convention).

Cancellation Fee:

If an Exercise Date occurs, then on the Cancellation Fee Payment Date, the Cancellable Rights Buyer shall pay to the other party an amount in the “Cancellable Termination Fee Currency” equal to the “Cancellable Termination Fee”.

Cancellation Termination Fee Payment Date Business Days:

The Business Days applicable to the Financial Center(s) corresponding to the relevant Financial Center Code(s) set forth in “Cancellable Termination Fee Payment Date Business Days”.

