FINANCIAL MARKETS LAW COMMITTEE

ISSUE 56 – EMERGENCY POWERS LEGISLATION

APPENDIX 4A – MATERIALS RELATING TO CONTRACTS

[Please note that this document is intended to be printed on A3 Paper]

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C H A N C E

INTRODUCTION

This document is Appendix 4A to the Financial Markets Law Committee report on "Issue 56 – Emergency Powers Legislation" dated [•] 2003 (the "**Report**"). It contains extracts of primary material relating to standard contracts used in the preparation of the report, such extracts being relevant to show how market participants in general agree to deal with an event of major operational disruption.

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	Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement or Performance Disruption	Grace Periods	Market Convention Overrides	Other
	Clause 1.1	Not relevant	Clause 8.1	Clause 11.1	Not relevant	Clause 23.1	Clause 1.1	Clause 23.12
LMA	Clause 1.1	Not relevant	Clause 8.1	Clause 11.1	Not relevant	Clause 23.1	Clause 1.1	Clause 23.12
Multicurrency and	"Business Day means a day		"Illegality- If it becomes	"Absence of quotations		"Non-payment	"Quotation Day means, in	Material Adverse Change
Revolving Facilities	(other than a Saturday or		unlawful in any applicable	-			relation to any period for which	
Agreement	Sunday) on which banks are		jurisdiction for a Lender to	Subject to Clause 11.2 (Market		An Obligor does not pay on the	an interest rate is to be	Parties to complete
(January 2003)	open for general business in		perform any of its obligations as	disruption), if LIBOR [or, if		due date any amount payable	determined:	
Published by: The	London [,] and:		contemplated by this Agreement	applicable, EURIBOR] is to be		pursuant to a Finance Document		
Loan Market			or to fund or maintain its	determined by reference to the		at the place at and in the	(a) (if the currency is sterling)	
Association (LMA)	(a) (in relation to any date for		participation in any Loan:	Reference Banks but a Reference		currency in which it is expressed	the first day of that period;	
Association (LNIA)	payment or purchase of a			Bank does not supply a quotation		to be payable unless:		
www.loan-market-	currency other than euro) the		(a) that Lender shall promptly	by the Specified Time on the			(b) (if the currency is euro) two	
assoc.com	principal financial centre of the		notify the Agent upon becoming	Quotation Day, the applicable		(a) its failure to pay is caused by	TARGET Days before the first	
	country of that currency; or		aware of that event;	LIBOR [or EURIBOR] shall be		administrative or technical error;	day of that period; or	
				determined on the basis of the		and	() (6 1	
	(b) (in relation to any date for		(b) upon the Agent notifying the	quotations of the remaining		(h)	(c) (for any other currency) two	
	payment or purchase of euro)		Company, the Commitment of	Reference Banks."		(b) payment is made within [Business Days before the first	
	any TARGET Day"		that Lender will be immediately] Business Days of its due date."	day of that period,	
			cancelled; and	Clause 11.2		Clause 23.3(b)	unless market practice differs in	
			() 1.0	UM and and Diagram of an		Clause 25.5(b)	the Relevant Interbank Market	
			(c) each Borrower shall repay	"Market Disruption		"Other obligations	for a currency, in which case the	
			that Lender's participation in the Loans made to that Borrower on	(a) If a Market Disruption Event			Quotation Day for that currency	
				occurs in relation to a Loan for		(b) No Event of Default under	will be determined by the Agent	
			the last day of the Interest Period for each Loan occurring after the	any Interest Period, then the rate		paragraph (a) above in relation to	in accordance with market	
			Agent has notified the Company	of interest on each Lender's share		Clause [] will occur if the	practice in the Relevant	
			or, if earlier, the date specified	of that Loan for the Interest		failure to comply is capable of	Interbank Market (and if	
			by the Lender in the notice			remedy and is remedied within:	quotations would normally be	
			delivered to the Agent (being no	annum which is the sum of:			given by leading banks in the	
				diman when is the sam or.		(i) (in relation to []) [Relevant Interbank Market on	
			earlier than the last day of any applicable grace period permitted	(i) the Margin;] Business Days; or	more than one day, the Quotation	
			by law)."			(ii) (in relation to [Day will be the last of those	
				(ii) the rate notified to the Agent by that Lender as soon as] Business Days,	days)."	
				practicable and in any event				
				before interest is due to be paid		of the Agent giving notice to the		
				in respect of that Interest Period,		Company or the Company		
				to be that which expresses as a		becoming aware of the failure to		
				percentage rate per annum the		comply."		
				cost to that Lender of funding its				
				participation in that Loan from				
				whatever source it may				
				reasonably select; and				
				(iii) the Mandatory Cost, if any,				
				applicable to that Lender's				
				participation in the Loan.				
				(b) In this Agreement "Market				
				Disruption Event" means:				
				-				

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	Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement or Performance Disruption	Grace Periods	Market Convention Overrides	Other
				(i) at or about noon on the				
				Quotation Day for the relevant				
				Interest Period the Screen Rate is				
				not available and none or only				
				one of the Reference Banks				
				supplies a rate to the Agent to				
				determine LIBOR [or, if				
				applicable, EURIBOR] for the				
				relevant currency and Interest				
				Period; or				
				(ii) before close of business in				
				London on the Quotation Day for				
				the relevant Interest Period, the				
				Agent receives notifications from				
				a Lender or Lenders (whose				
				participations in a Loan exceed [
] per cent. of that Loan) that the				
				cost to it of obtaining matching				
				deposits in the Relevant				
				Interbank Market would be in				
				excess of LIBOR [or, if				
				applicable, EURIBOR]."				
				Clause 11.3 "Alternative basis				
				of interest or funding				
				(a) If a Market Disruption Event				
				occurs and the Agent or the				
				Company so requires, the Agent				
				and the Company shall enter into				
				negotiations (for a period of not				
				more than thirty days) with a				
				view to agreeing a substitute				
				basis for determining the rate of				
				interest.				
				(b) Any alternative basis agreed				
				pursuant to paragraph (a) above				
				shall, with the prior consent of				
				all the Lenders and the				
				Company, be binding on all				
				Parties."				
Overseas Securities	Clause 1.1	Not relevant	Not relevant	Clause 1.1	Not relevant	Clause 12	Recitals	Clause 8
	"Business Day means a day on			"Reference Price means:		"Events of Default	2	"Set-Off Etc
	which banks and securities						_	
400=	markets are open for business			(a) in relation to the valuation of		12.1.9 the Lender or the	"All transactions carried out	8.4 For the purposes of Clause
	generally in London and, in			Securities, Equivalent Securities,		Borrower failing to perform any		8.3, but subject to Clause 8.5, the
Published by: The	relation to the delivery or			Collateral and/or Collateral			effected in accordance with the	
International	J. J					and not remedying such failure	Rules (as hereinafter defined)	any securities shall be calculated

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	Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement Performance Disruption	or Grace Periods	Market Convention Overrides	Other
					1 crioi mance Disruption			
Securities Lenders	redelivery of any of the			equivalent to types		within 30 days after the Non-	TOGETHER WITH current	as at the Close of Business in the
Association	following in relation to any loan,					Defaulting Party serves written	market practices, customs and	most appropriate market for
	in the place(s) where the relevant			B (ii), (viii), (xi) and (xii) (more		notice requiring it to remedy		securities of the relevant
www.isla.co.uk	Securities, Equivalent Securities,			specifically referred to in the		such failure, and the Non-		description (as determined by the
	Collateral (including Cash			Schedule hereto) such price as is		Defaulting Party serves a further		Non-Defaulting Party) on the
	Collateral) or Equivalent			equal to the mid market		written notice on the Defaulting		first Business Day following the
	Collateral are to be delivered."			quotation of such Securities,		Party."		Performance Date, or if the
				Equivalent Securities, Collateral				relevant Event of Default occurs
				and/or Equivalent Collateral as				outside the normal business
				derived from a reputable pricing				hours of such market, on the
				information service (such as the				second Business Day following
				services provided by Reuters,				the Performance Date (the
				Extel Statistical Services and				"Default Valuation Time").
				Telerate) reasonably chosen in				
				good faith by the Lender or if unavailable the market value				
				thereof as derived from the				Clause 18
				prices or rates bid by a reputable				
				dealer for the relevant instrument				"Severance
				reasonably chosen in good faith				
				by the Lender, in each case at				If any provision of this
				Close of Business on the				Agreement is declared by any
				previous Business Day;				judicial or other competent
				previous Business Buj,				authority to be void or otherwise
				(b) in relation to the valuation of				unenforceable, that provision
				Collateral and/or Collateral				shall be severed from the
				equivalent to Collateral types A				Agreement and the remaining
				and B(i) (more specifically				provisions of this Agreement
				referred to in the Schedule				shall remain in full force and
				hereto), the CGO Reference				effect. The Agreement shall,
				Price of such Securities,				however, thereafter be amended
				Equivalent Securities, Collateral				by the Parties in such reasonable manner so as to achieve, without
				and/or Equivalent Collateral then				illegality, the intention of the
				current as determined in				Parties with respect to that
				accordance with the CGO Rules				severed provision."
				from time to time in force; and				severed provision.
				(c) in relation to the valuation of				
				Collateral and/or Collateral				
				equivalent to Collateral types				Clause 23
				B(iii), (iv), (v), (vi) (vii) and (ix),				
				(more specifically referred to in				"Arbitration and Jurisdiction
				the Schedule hereto), the market				23.2 This Clause 23 shall take
				value thereof as derived from the				effect notwithstanding the
				rates bid by Barclays Bank PLC				frustration or other termination
				for such instruments or, in the				of this Agreement."
				absence of such a bid, the				
				average of the rates bid by two				Note- There is no express grace
				leading market makers for such				period for failure to pay or repay
				instruments at Close of Business				Cash Collateral or deliver or
								redeliver Collateral or Equivalent

	Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement Performance Disruption	or Grace Periods	Market Convention Overrides	Other
				on the previous Business Day."				Collateral or failure to comply with Clause 6 obligations (collateral); an Event of Default is triggered when the Non Defaulting party serves notice on the Defaulting Party. See Clause 12 Events of Default.
Global Master Securities Lending Agreement (GMSLA) (May 2000) Published by: The International Securities Lenders	"Business Day means a day other than a Saturday or a Sunday on which banks and securities markets are open for business generally in each place stated in paragraph 3 of the Schedule and, in relation to the delivery or redelivery of any of the			"Market Value means: (a) in relation to the valuation of Securities, Equivalent Securities, Collateral or Equivalent Collateral (other than Cash Collateral or a Letter of Credit):		"Events of Default Each of the following events occurring in relation to either Party (the "Defaulting Party", the other Party being the "Non-Defaulting Party") shall be an Event of Default for the purpose		"Set-Off Etc 10.4 For the purposes of paragraph 10.3, but subject to paragraph 10.5, the Bid Value and Offer Value of any securities shall be calculated for securities of the relevant description (as
Association www.isla.co.uk	following in relation to any Loan, in the place(s) where the relevant Securities, Equivalent Securities, Collateral or Equivalent Collateral are to be delivered"			(i) such price as is equal to the market quotation for the bid price of such Securities, Equivalent Securities, Collateral and/or Equivalent Collateral as derived from a reputable pricing information service reasonably chosen in good faith by Lender;		of paragraph Error! Reference source not found. but only (subject to sub-paragraph (v) below) where the Non-Defaulting Party serves written notice on the Defaulting Party:- (i) Borrower or Lender failing to		determined by the Non-Defaulting Party) as of the first Business Day following the Termination Date, or if the relevant Event of Default occurs outside the normal business hours of such market, on the second Business Day following
				or (ii) if unavailable the market value thereof as derived from the prices or rates bid by a reputable dealer for the relevant instrument reasonably chosen in good faith		pay or repay Cash Collateral or deliver Collateral or redeliver Equivalent Collateral or Lender failing to deliver Securities upon the due date; (ii) Lender or Borrower failing to		the Termination Date (the "Default Valuation Time")". Clause 19 "Severance
				by Lender, in each case at Close of Business on the previous Business Day or, at the option of either Party where in its reasonable opinion there has been an exceptional movement in the price of the asset in		comply with its obligations under paragraph Error! Reference source not found.; (iii) Lender or Borrower failing to comply with its obligations under paragraph 6.1;		If any provision of this Agreement is declared by any judicial or other competent authority to be void or otherwise unenforceable, that provision shall be severed from the Agreement and the remaining
				question since such time, the latest available price; plus (in each case) (iii) the aggregate amount of Income which has accrued but not yet been paid in respect of		(iv) Borrower failing to comply with its obligations to deliver Equivalent Securities in accordance with paragraph 8; (v) an Act of Insolvency		provisions of this Agreement shall remain in full force and effect. The Agreement shall, however, thereafter be amended by the Parties in such reasonable manner so as to achieve as far as possible, without illegality, the
				not yet been paid in respect of the Securities, Equivalent Securities, Collateral or Equivalent Collateral concerned to the extent not included in such		occurring with respect to Lender or Borrower, an Act of Insolvency which is the presentation of a petition for winding up or any analogous		possible, without illegality, the intention of the Parties with respect to that severed provision."

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Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement or Performance Disruption	Grace Periods	Market Convention Overrides Other
			price, (provided that the price of		proceeding or the appointment of	
			Securities, Equivalent Securities,		a liquidator or analogous officer	
			Collateral or Equivalent		of the Defaulting Party not	
			Collateral that are suspended		requiring the Non-Defaulting	
			shall (for the purposes of		Party to serve written notice on	
			paragraph 5) be nil unless the		the Defaulting Party;	
			Parties otherwise agree and (for			
			all other purposes) shall be the		(vi) any representation or	
			price of such Securities,		warranty made by Lender or	
			Equivalent Securities, Collateral		Borrower being incorrect or	
			or Equivalent Collateral, as the		untrue in any material respect	
			case may be, as of Close of		when made or repeated or	
			Business on the dealing day in		deemed to have been made or	
			the relevant market last		repeated;	
			preceding the date of suspension		(vii) Lender or Borrower	
			or a commercially reasonable		admitting to the other that it is	
			price agreed between the Parties"		unable to, or it intends not to,	
					perform any of its obligations	
					under this Agreement and/or in	
					respect of any Loan;	
					(viii) Lender (if applicable) or	
					Borrower being declared in	
					default or being suspended or	
					expelled from membership of or	
					participation in, any securities	
					exchange or association or	
					suspended or prohibited from	
					dealing in securities by any	
					regulatory authority;	
					(ix) any of the assets of Lender	
					or Borrower or the assets of	
					investors held by or to the order	
					of Lender or Borrower being	
					transferred or ordered to be	
					transferred to a trustee (or a	
					person exercising similar	
					functions) by a regulatory	
					authority pursuant to any	
					securities regulating legislation,	
					or	
					(x) Lender or Borrower failing to	
					perform any other of its	
					obligations under this Agreement	
					and not remedying such failure	
					within 30 days after the Non-	
					Defaulting Party serves written	
					notice requiring it to remedy	

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	Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement or Performance Disruption	Grace Periods	Market Convention Overrides	Other
						such failure"		
	Clause 2	Not relevant	Not relevant	Not relevant	Clause 10 (e)(ii)	Clause 10 (a)	On a default, transactions are	Clause 2 (cc)
The TBMA/ISMA Global Master	"Business Day -				"Events of Default	"Events of Default	cash settled. If the non-defaulting party is unable to deal in the	"Market Value, with respect to
Repurchase	Business Buy				2 venus of Bernard	Divinis of Default	market or obtain dealer quotes,	any Securities as of any time on
Agreement	(i) in relation to the settlement of				If by the Default Valuation Time	If any of the following events	the default value is taken as the	any date, the price for such
(GMRA) (October	any Transaction which is to be				the non-Defaulting Party has not	(each an "Event of Default")	"net value"	Securities at such time on such
2000)	settled through Clearstream or				given a Default Valuation	occurs in relation to either party		date obtained from a generally
Published by: The	Euroclear, a day on which				Notice, the Default Market Value	(the "Defaulting Party", the other	Clause 10 (iv)	recognised source agreed to by
Bond Market	Clearstream or, as the case may be, Euroclear is open to settle				of the relevant Equivalent Securities or Equivalent Margin	party being the "non-Defaulting Party") whether acting as Seller	"Fronts of Default	the parties (and where different
Association (BMA)	business in the currency in which				Securities of Equivalent Warghi Securities shall be an amount	or Buyer:-	"Events of Default	prices are obtained for different
	the Purchase Price and the				equal to their Net Value at the	of Buyer	Net Value means at any time, in	delivery dates, the price so obtainable for the earliest
www.bondmarkets.c	Repurchase Price are				Default Valuation Time;	(i) Buyer fails to pay the	relation to any Deliverable	available such delivery date)
om	denominated;				provided that, if at the Default	Purchase Price upon the	Securities or Receivable	(provided that the price of
and					Valuation Time the non-	applicable Purchase Date or	Securities, the amount which, in	Securities that are suspended
The International	(ii) in relation to the settlement				Defaulting Party reasonably	Seller fails to pay the Repurchase	the reasonable opinion of the	shall (for the purposes of
Securities Markets	of any Transaction which is to be				determines that, owing to	Price upon the applicable	non-Defaulting Party, represents	paragraph 4) be nil unless the
Association (ISMA)	settled through a settlement				circumstances affecting the	Repurchase Date, and the non-	their fair market value, having	parties otherwise agree and (for
	system other than Clearstream or Euroclear, a day on which that				market in the Equivalent	Defaulting Party serves a Default Notice on the Defaulting Party;	regard to such pricing sources and methods (which may	all other purposes) shall be the
www.isma.org	settlement system is open to				Securities or Equivalent Margin	or	include, without limitation,	price of those Securities as of
	settle such Transaction;				Securities in question, it is not possible for the non-Defaulting	GI .	available prices for Securities	close of business on the dealing
					Party to determine a Net Value	(ii) if the parties have specified	with similar maturities, terms	day in the relevant market last
	(iii) in relation to any delivery of				of such Equivalent Securities or	in Annex 1 hereto that this sub-	and credit characteristics as the	preceding the date of suspension) plus the aggregate amount of
	Securities not falling within (i) or				Equivalent Margin Securities	paragraph shall apply, Seller fails	relevant Equivalent Securities or	Income which, as of such date,
	(ii) above, a day on which banks				which is commercially	to deliver Purchased Securities	Equivalent Margin Securities) as	has accrued but not yet been paid
	are open for business in the place				reasonable, the Default Market	on the Purchase Date or buyer	the non-Defaulting Party	in respect of the Securities to the
	where delivery of the relevant Securities is to be effected; and				Value of such Equivalent	fails to deliver Equivalent	considers appropriate, less, in the	extent not included in such price
	Securities is to be effected, and				Securities or Equivalent Margin	Securities on the Repurchase Date, and the non-Defaulting	case of Receivable Securities, or	as of such date, and for these
	(iv) in relation to any obligation				Securities shall be an amount	Party serves a Default Notice on	plus, in the case of Deliverable Securities, all Transaction Costs	purposes any sum in a currency
	to make a payment not falling				equal to their Net Value as	the Defaulting Party; or	which would be incurred in	other than the Contractual
	within (i) or (ii) above, a day				determined by the non- Defaulting Party as soon as		connection with the purchase or	Currency for the Transaction in
	other than a Saturday or a				reasonably practicable after the	(iii) Seller or Buyer fails to pay	sale of such Securities".	question shall be converted into
	Sunday on which banks are open				Default Valuation Time."	when due any sum payable under		such Contractual Currency at the Spot Rate prevailing at the
	for business in the principal					sub-paragraph (g) or (h) below,		relevant time".
	financial centre of the country of which the currency in which the					and the non-Defaulting Party serves a Default Notice on the		
	payment is denominated is the					Defaulting Party; or		
	official currency and, if different,					Defaulting Fairty, of		
	in the place where any account					(iv) Seller or Buyer fails to		
	designated by the parties for the					comply with paragraph 4 and the		
	making or receipt of the payment					non-Defaulting party serves a		
	is situated (or, in the case of a					Default Notice on the Defaulting		
	payment in euro, a day on which					Party; or		
	TARGET operates)"					(v) Seller or Buyer fails to		
						comply with paragraph 5 and the		
						non-Defaulting Party serves a		
						Default Notice on the Defaulting		
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LIMITED LIABILITY

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Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement or Performance Disruption	Grace Periods	Market Convention Overrides Other
					Party; or	
					(vi) an Act of Insolvency occurs	
					with respect to Seller or Buyer	
					and (except in the case of an Act	
					of Insolvency which is the	
					presentation of a petition for	
					winding-up or any analogous	
					proceeding or the appointment of	
					a liquidator or analogous officer	
					of the Defaulting Party in which	
					case no such notice shall be	
					required) the non-Defaulting	
					party serves a Default Notice on	
					the Defaulting party; or	
					(vii) any representations made by	
					Seller or Buyer are incorrect or	
					untrue in any material respect	
					when made or repeated or	
					deemed to have been made or	
					repeated, and the non-Defaulting	
					Party serves a Default Notice on	
					the Defaulting Party; or	
					(viii) Seller or Buyer admits to	
					the other that it is unable to or	
					intends not to, perform any of its	
					obligations hereunder and/or in	
					respect of any Transaction and	
					the non-Defaulting party serves a	
					Default Notice on the Defaulting	
					Party; or	
					(ix) Seller or Buyer is suspended	
					or expelled from membership of	
					or participation in any securities	
					exchange or association or other	
					self regulating organisation, or	
					suspended from dealing in	
					securities by any government	
					agency, or any of the assets of	
					either Seller or Buyer or the	
					assets of investors held by, or to	
					the order of, Seller of Buyer are	
					transferred or ordered to be	
					transferred to a trustee by a	
					regulatory authority pursuant to	
					any securities regulating	
					legislation and the non-	
					Defaulting Party serves a Default	
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	Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement or Performance Disruption	Grace Periods	Market Convention Overrides Other
						Notice on the Defaulting Party; or (x) Seller or Buyer fails to perform any other of its obligations hereunder and does not remedy such failure within 30 days after notice is given by the non-Defaulting Party requiring it to do so, and the non-Defaulting Party serves a Default Notice on the Defaulting party; then sub-paragraphs (b) to (f) below shall apply."	
David of Franks	Clause 1	Not relevant	Not relevant	Clause 11	Schedule	Clause 9 Default	Clause 1 Definitions Not relevant
Bank of England Money Market Operations Master Sale and Purchase Agreement (March 2000) Published by: The Bank of England	Definitions 1.1 "Business Day means a day (other than a Saturday or a Sunday) on which banks are open for business in London"			Default Interest "The rate applicable for the purposes of this clause 11 shall be the rate per annum which is one per cent above the London Inter-Bank Offered Rate ("LIBOR") for one month deposits in sterling, and for this	Market Value	9.1 "For the purposes of this	"Default Market Value means, in relation to Purchased Securities, Equivalent Securities, Margin Securities or Equivalent Margin Securities, the default market value of such securities determined in accordance with the Schedule or, in relation to an
www.bankofenglan d.co.uk				purpose LIBOR shall be determined by reference to: (a) the rate published by the British Bankers' Association that appears on the Telerate Page 3750 as of 11 a.m. London time on the day that is two Business Days before any day in respect of which interest falls to be calculated; or	Service on that date determined in accordance with the rules of the CGO Service; (ii) in relation to securities not falling within 1.1.1 above, the	Purchase Date and by the time (if any) specified for such delivery in the Operating Procedures, or	amount of cash in sterling, its nominal amount; Market Value means, in relation to Purchased Securities, Equivalent Securities, Margin
				(b) if no such rate as is referred to in (a) above is available, the average of the rates at which deposits in sterling are offered to prime banks in the London interbank market by at least two reference banks selected by the Bank at or about 11.00 a.m. London time on the day that is two Business Days before any day in respect of which interest falls to be calculated"	market value of such securities determined in accordance with the Operating Procedures. (b) The Counterparty and the Bank may agree in relation to any Transaction or to this Agreement generally to adopt a different basis for determining the Market Value of Purchased Securities, Equivalent Securities, Margin Securities or Equivalent Margin Securities from that set	(b) if the Counterparty fails to comply with clause 3.1 or clause 3.6 for one full Business Day following the day on which the payment or delivery was due to be made; or (c) if any representation or warranty made or deemed to be made or repeated by the Counterparty under this Agreement or any Transaction was or is incorrect in any	in sterling, its nominal amount; The Net Margin provided to a Party at any time means the excess (if any) of (i) the sum of the amount of Cash Margin paid to that Party and the Market Value of Margin Securities transferred to that Party under clause 3.1 or clause 3.2 (excluding any Cash Margin which has been repaid to the other Party and any Margin

Definition of business day	Force Majeure	Illegality	Rate Disruption	-	Grace Periods	Market Convention Overrides Other
				Performance Disruption		
				out in sub-paragraph (a) above".	material respect when made or	Securities in respect of which
					deemed to be made; or	Equivalent Margin Securities
				"2. The Market Value of any		have been transferred to the other
				Purchased Securities, Equivalent	(d) if the Counterparty defaults	Party) over (ii) the sum of the
				Securities, Margin Securities or	in the due and punctual	amount of cash Margin paid to
				Equivalent Margin Securities	performance of any of the other	the other Party and the Market
				shall be stated in sterling; and	provisions of this Agreement or	Value of Margin Securities
					of any Transaction and (if	transferred to the other Party
				otherwise be expressed in	_	under clause 3.1 or clause 3.2
				<u> </u>	remedy such default within three	(excluding any Cash Margin)
				purpose be converted into	full Business Days after receipt	which has been repaid by the
				-	of notice from the Bank	other Party and any Margin
				conversions for the purposes of	-	Securities in respect of which
				clause 3.10 shall be effected, at	remedied; or	Equivalent Margin Securities
				the Spot Rate at approximately 9.00 a.m. on the day on which	(h) if a petition is filed or	have been transferred by the
				the valuation is effected or, for		other Party) and for this purpose
				the purposes of paragraph 3.1.2	Counterparty (other than by the	any amounts not denominated in
				of this Schedule 4, at the Default	Bank in respect of any obligation	sterling shall be converted into
				Valuation Time."	under this Agreement) in any	sterling at the Spot Rate prevailing at the relevant time;
				variation Time.	court or before any agency	prevailing at the relevant time;
				"3 Default Market Value	alleging or for the bankruptcy,	Spot Rate means, where an
					winding-up or other insolvency	amount in a currency other than
				The Default Market Value with	of the Counterparty (or any	sterling is to be converted into
				respect to any Purchased	analogous proceeding) or	sterling at any time (the
				Securities, Equivalent Securities,	seeking any reorganisation,	"conversion time"), the rate of
				Margin Securities or Equivalent	arrangement, composition, re-	exchange determined by the
				Margin Securities means, as at	adjustment, administration,	Bank on the basis of the middle
				any date:	liquidation, dissolution or similar	spot rates prevailing in the
				(a) in the case of securities to be	relief under any present or future	London foreign exchange market
				delivered to the Counterparty-	statute, law or regulation, such	-
				denvered to the counterparty	petition (except in the case of a	
				(i) if the Bank has between the		(a) At the observation point
				occurrence of the relevant Event	2 1	which coincides with or occurs
				of Default and the Default	having been stayed or dismissed within 30 days of its filing"	next after the conversion time; or
				Valuation Time (as defined	within 30 days of its filing	(b) Where the observation point
				below) sold securities forming		referred to in (a) above falls on a
				part of the same issue and being		different day from the
				of an identical type and		conversion time, at the
				description to those securities		observation point which most
				and in substantially the same		closely precedes the conversion
				amount as those securities, the		time;
				net proceeds of sale (after		
				deducting all reasonable costs,		And for this purpose
				fees and expenses incurred in		"observation point" means a
				connection therewith);		time at which the Bank
				(ii) failing such sale before the		determines that it has observed
				Default Valuation Time, the		rates in the London foreign
				Market Value of such securities		exchange market which are
						representative in relation to the

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LIMITED LIABILITY

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	Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement or Performance Disruption	Grace Periods	Market Convention Overrides Other
					at the Default Valuation Time;		currency in question"
					(b) in the case of securities to be		
					delivered by the Counterparty -		
					(i) if the Bank has between the		
					occurrence of the relevant Event of Default and the Default		
					Valuation Time purchased		
					securities forming part of the		
					same issue and being of an		
					identical type and description to		
					those securities and in		
					substantially the same amount,		
					the cost of such purchase		
					(including all reasonable costs,		
					fees and expenses incurred in		
					connection therewith);		
					(ii) failing such purchase before		
					the Default Valuation Time, the		
					amount it would cost to buy		
					such securities at the Default		
					Valuation Time at the best		
					available offer price therefore		
					(and where different offer prices		
					are available for different		
					delivery dates, such offer price		
					in respect of the earliest		
					available such delivery date) on		
					the most appropriate market, together with all reasonable		
					costs, fees and expenses that		
					would be incurred in connection		
					therewith (calculated on the		
					assumption that the aggregate		
					thereof is the least that could		
					reasonably be expected by be		
					paid in order to carry out the		
					transaction),		
					in each case as determined by the		
1					Bank; and for this purpose the		
					Default Valuation Time means,		
					with respect to any securities -		
					(a) if the relevant Event of		
					Default occurs during normal		
					business hours on a day which is		
					a dealing day in the most		
					appropriate market for securities		

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	Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement or Performance Disruption	Grace Periods	Market Convention Overrides	Other
					of the relevant description (as determined by the Bank), the close of business in that market on the following dealing day;			
					(b) in any other case, the close of business on the second dealing day in that market after the day on which the relevant Event of Default occurs.			
					4. Where the amount of any securities sold or purchased as mentioned in paragraph 3.1.1. or 3.2.1 above is not identical to that of the securities to be valued for the purposes of the			
					for the purposes of that paragraph, the Default Market Value of those securities shall be ascertained by dividing the net proceeds of sale or cost of purchase by the amount of the			
					securities sold or purchased so as to obtain a net unit price and multiplying that net unit price by the amount of the securities to be			
	Section 13.3	Not relevant	Clause	Towningtion and Liquidation	valued." Not relevant	Tomination and Limitation	Clause 2.3	Not relevant
Futures and Options Master		Not relevant	Clause 9	Termination and Liquidation	Not relevant	Termination and Liquidation		Not relevant
Netting Agreement	""Business day"		"Termination, Waiver and Partial Invalidity	Clause 4.7		Clause 4.1(i)	"These terms shall not be applicable to any Transaction to	
for Exchange	shall be construed as a reference		-	"The amount payable by one		"a Party fails to make any	the extent that action which	
Traded and Related	to a day (other than a Saturday or			Party to the other Party pursuant		payment when due under or to	conflicts with or overrides the	
Transactions	Sunday) on which:			to the provisions of Clause 4.5,		make or take delivery of any	provisions of this agreement has	
(February 1997)	(i) in relation to a date for the			or any applicable laws or		property when due under, or to	been started in relation to that	
Published by:	payment of any sum		respect under the law of any jurisdiction, nether the legality,	regulations, shall be paid in the Non-Defaulting Party's Base		observe or perform any other provision of, this agreement	Transaction by a relevant	
Futures and	denominated in (a) any currency		validity or enforceability of the			(including any Transaction	exchange or clearing organisation under applicable	
Options Association	(other than ecu or euro), banks		remaining provisions of these			governed by these terms) and	rules or laws and is continuing."	
(FOA)	generally are open for business		terms nor the legality, validity or	-		such failure continues for two	raics of faws and is continuing.	
www.foa.co.uk	in the principal financial centre		enforceability of such provision	termination and liquidation under		business days after notice of non-		
	of the country of such currency;		under the law of any other	Clause 4.4, or any laws or		performance has been given by		
	(b) ecu, the Ecu Clearing and Settlement System operated by		jurisdiction shall in any way be	regulations having a similar		the other Party to the defaulting		
	the Ecu Banking Association (or,		affected or impaired thereby."	effect, (converted as required by		Party"		
	if such clearing system ceases to			applicable law into any other currency, any costs of such				
	be operative, any other clearing			conversion to be borne by, and				
	or settlement system determined			(if applicable) deducted from any				
	by the Parties) is open for			payment to, the Defaulting				
	business; or (c) euros, settlement	•	•					

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	Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement or Performance Disruption	Grace Periods	Market Convention Overrides	Other
					Terrormance Disruption			
	of payments denominated in			is not paid on the due date				
	euros is generally possible in			therefore shall bear interest, at				
	London or any other financial			the average rate at which				
	centre in Europe selected by the			overnight deposits in the				
	Parties; and			currency of such payment are				
				offered by major banks in the				
	(ii) in relation to a date for the			London interbank market as of				
	delivery of any property,			11.00a.m. (London time) (or, if				
	property of such type is capable			no such rate is available, at such				
	of being delivered in satisfaction			reasonable rate as the Non-				
	of obligations incurred in the			Defaulting Party may select) plus				
	market in which the obligation to			1% per annum, for each day for				
	delivery such first property was			which such amount remains				
	incurred"			unpaid."				
Futures and	Section 16	Clause 13.2	Clause 14.6	Not relevant	Section 7.8	Clause 11.1	Section 2	Clause 11.1
Options Terms of								
Business for Market	"Interpretation	"Force majeure:	"Partial invalidity		"Market intervention: You	"Events of Default	Applicable regulations and	"Events of Default
Counterparties	Business Day means a day (other	We shall not be liable to you for	If, at any time, any provision of		understand that business on a	(a) you fail to make any payment	exchange requirements	(k) we consider it necessary or
(September 2002)	than a Saturday or Sunday) on	any partial or non-performance	this Agreement is or becomes		market operated by an Exchange	when due under this agreement	2.1 "Subject to Applicable	desirable for our own protection
(September 2002)	which:	of our obligations hereunder by	illegal, invalid or unenforceable		may from time to time be	or to make or take delivery of	Regulations: This Agreement	or any action is taken or event
Published by:	Willell	reason of any cause beyond our	in any respect under the law of		suspended or restricted or the market may from time to time be	_	and all Transactions are subject	occurs which we consider might
Futures and	(i) in relation to a date for the	reasonable control, including	any jurisdiction, neither the		closed for a temporary period or	to observe or perform any other	to Applicable Regulations so	have a material adverse effect
Options Association	payment of any sum	without limitation any	legality, validity or		for such longer period as may be	provision of this Agreement and	that: (i) if there is any conflict	upon your ability to perform of
(FOA)	denominated in (a) any Currency	breakdown, malfunction or	enforceability of the remaining		determined in accordance with	such failure continues for	between this Agreement and any	your obligations under this
www.foa.co.uk	(other than euro), banks	failure of transmission,	provisions of this Agreement nor		the rules of any relevant	[one/two] Business Days after	Applicable Regulations, the	Agreement".
www.ioa.co.ux	generally are open for business	communication or computer	the legality, validity or		Exchange on the occurrence of	we give you notice of non-	latter will prevail; and (ii) we	
	in the principal financial centre	facilities, industrial action, acts	enforceability of such provision		one or more events which require		may take or omit to take any	
	of the country of such Currency;	and regulations of any	under the law of any other		such action to be taken in the		action we consider necessary to	
	or	governmental or supra national	jurisdiction shall in any way be		interests of, maintaining a fair		ensure compliance with any	
		bodies or authorities or the	affected or impaired"		and orderly market. Any such		Applicable Regulations and	
	(b) euros, settlement of payments	failure of any relevant			action may result in our being		whatever we do or fail to do in	
	denominated in euros is	intermediate broker, agent or			unable, and through us, you		order to comply with them will	
	generally possible in London or	principal of ourselves, custodian,			being unable to enter into		be binding on you".	
	any other financial centre in	sub-custodian, dealer, exchange,			Transactions in accordance with			
	Europe selected by us in the Individually Agreed Terms	clearing house or regulatory or			the rules of the relevant			
	Schedule; and	self-regulatory organisation, for			Exchange. Furthermore we, and		Clause 11.1	
	Schedule, and	any reason, to perform its			through us, you may from time		Clause 11.1	
	(ii) in relation to a date for the	obligations"			to time be prevented from or		"Events of Default	
	delivery of any property,				hindered in entering into			
	property of such type is capable				contracts in accordance with the		(j)we consider it necessary or	
	of being delivered in satisfaction				rules of the relevant Exchange as		desirable to prevent what we	
	of obligations incurred in the				a result of a failure of some or all		consider is or might be a	
	market in which the obligation to				market facilities. We shall have		violation of any Applicable	
	deliver such first property was				no liability to you for any losses,		Regulation or good standard of	
	incurred;				costs, expenses or damages		market practice".	
					incurred or suffered by you as a			
	and				result of any of the			
	(iii) for all other purposes is not				circumstances or occurrences			
	(iii) for all other purposes, is not							

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	Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement or Performance Disruption	Grace Periods	Market Convention Overrides	Other
	a bank holiday or public holiday in London''				referred to above."		Note-	
	III London						Transactions given up for	
							clearing, procedure where fees	
							paid to executing broker,	
							exercise of options and	
							correction of orders are all made	
							subject to the rules and	
							procedures of the relevant	
							Exchange.	
The International	Section 1	_ =	See also, provisions on Force	Clause 1	Not relevant	See also, the provisions in	Clause 1	Clause 11.6
Foreign Exchange	"Business Day means for	Annex 1.	Majeure	"LIBOR with respect to any		Annex 1.	"Value Date	"Severability
and Options Master	purposes of:	Section 9		Currency and date, means the		Section 1	value Bate	In the event any one or more of
Agreement	purposes or.	Section		average rate at which deposits in			means, with respect to any FX	the provisions contained in the
(FEOMA) (1997)	(i) Section 3.2, a day which is a	"9.1 Force Majeure, Act of		the Currency for the relevant		"Events of Default	Transaction, the Business Day	Agreement should be held
(T)	Local Banking Day for the	State, Illegality and		amount and time period are			(or where market practice in the	invalid, illegal or unenforceable
(Terms are same as in ICOM and	applicable Designated Office of	Impossibility		offered by major banks in the		(i) the Defaulting Party shall (A)	relevant foreign exchange market	in any respect under the law of
IFEMA)	the Buyer;			London interbank market as of		default in any payment when due	in relation to the two Currencies	any jurisdiction, the validity,
IF EWIA)		If either Party is prevented from		11:00 a.m. (London time) on		under the Agreement (including,	involved provides for delivery of	legality and enforceability of the
Available at: The	(ii) Section 5.1 and the definition	1		such date, or, if major banks do		but not limited to, a Premium	one Currency on one date which	remaining provisions contained
Financial Markets	of American Style Option, a day	-		not offer deposits in such		payment) to the Non-Defaulting	is a Local Banking Day in	in the Agreement under the law
Lawyers Group	which is a Local Banking Day for the applicable Designated			Currency in the London		Party with respect to any Currency Obligation or Option	relation to that Currency but not	of such jurisdiction, and the
(FMLG)	Office of the Seller;	Currency Obligation or Option		interbank market on such date,		and such failure shall continue	to the other Currency and for	validity, legality and
www.ny.frb.org/fml	Office of the Selfer,	or if it becomes or, in the good		the average rate at which		for two (2) Business Days after	delivery of the other Currency on	enforceability of such and any
σ	(iii) clauses (i), (viii) and (xii) of	faith judgment of one of the		deposits in the Currency for the		the Non-Defaulting Party has	the next Local Banking Day in	other provisions under the law of
5	the definition of Event of	Parties, may become unlawful or		relevant amount and time period		given the Defaulting Party	relation to that other Currency ("Split Settlement") the two (2)	any other jurisdiction shall not in
	Default, a day which is a Local	impossible for either Party to		are offered by major banks in the		written notice of non-payment,	Local Banking Days in	any way be affected or impaired
See also, the	Banking Day for the Non-	make or receive any payment in		relevant foreign exchange market		or (B) fail to perform or comply	accordance with that market	thereby. The Parties shall
provisions in Annex	Defaulting Party;	respect of a Currency Obligation		at such time on such date as may		with any other obligation	practice) agreed by the Parties	endeavor in good faith
1.		or Option, then the Party for		be determined by the Party making the determination."		assumed by it under the	for delivery of the Currencies to	negotiations to replace the invalid, illegal or unenforceable
	(iv) solely in relation to delivery	i whom such performance has		making the determination.		Agreement and such failure is		provisions with valid provisions
	of a Currency, a day which is a	been prevented, hindered or				continuing thirty (30) days after	to such FX Transaction, and,	the economic effect of which
	Local Banking Day in relation to	delayed or has become illegal or				the Non-Defaulting Party has	with respect to any Currency	comes as close as possible to that
	that Currency; and	impossible shall promptly give				given the Defaulting Party	Obligation, the Business Day (or,	of the invalid, illegal or
	(v) any other provision of the	notice thereof to the other Party				written notice thereof;	in the case of Split Settlement,	unenforceable provisions."
	Agreement, a day which is a	and either Party may, by notice				(viii) any managantation an	Local Banking Day) upon which	-
	Local Banking Day for the	to the other Party, require the				(viii) any representation or warranty made or given or	the obligation to deliver	
	applicable Designated Offices of	close-out and liquidation of each				deemed made or given by the	Currency pursuant to such	G. 9.5
	both Parties; provided, however,	affected Currency Obligation and Option in accordance with the				Defaulting Party pursuant to the	Currency Obligation is to be	Clause 8.5
	that neither Saturday nor Sunday	provisions of Section 8.1 and, for				Agreement or any Credit Support	performed."	"Suspension of Obligations.
	shall be considered a Business	such purposes, the Party				Document shall prove to have		
	Day for any purpose."	unaffected by such force				been false or misleading in any		Without prejudice to the
	"Local Banking Day means	majeure, act of state, illegality or				material respect as at the time it	Clause 8.1(b)(2)	foregoing, so long as a Party
	Local Danking Day means	impossibility (or, if both Parties				was made or given or deemed		shall be in default in payment or
	(i) for any Currency, a day on	are so affected, whichever Party				made or given and one (1)	"Determining Present Value.	performance to the other Party
	which commercial banks effect	gave the relevant notice) shall				Business Day has elapsed after	To the section in the	under the Agreement and the
	deliveries of that Currency in	,				the Non-Defaulting Party has	To the extent permitted by	other Party has not exercised its
							applicable law, the Non-	rights under this Section 8, or, if

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CLIFFORD

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protected of the element of the Section of the Sect	Definition of business	day Force Majeure	Illegality Rate Disruptio	n Specific Settlement or Performance Disruption	Grace Periods	Market Convention Overrides	Other
without notice inference of control and co	accordance with the	e market under Section 8.1 as if it was	e		given the Defaulting Party	Defaulting Party shall adjust the	"Adequate Assurances" is
exchange maches, and (B) for my Piners and set in the Francisco Cit in symbols. Francisco Cit in sy					1 "		•
Oil of any Party, 2 day in the beath of indicating that the Party research of the Englanding Party research of the Englanding Party of the Englanding Party research of the Englanding Party research of the Englanding Party research of the Englanding Party of the Englanding Party research of the Englanding Party research of the Englanding Party of the Englanding Par	-				minus none meres,	-	
is first any Party stand as the Enchallang board of the Engineer of the purpose of the purpose of the Engineer		_			(xii) (A) any Credit Support		_
boutton of the simplicable Designated Offices of the Company of the Springer of the Company of the Springer of Company of Company of Company of Company of the Company of Compa	(ii) for any Party, a					_	
Designated Office of under Purpy to whick command with a signature of special control of the con			=				_
on which connected house he full courter are more interesting the Conse of Date, as completed why represent by it is consecuted with a present of the explainable of the country of the co		1 1			to comply with or perform any	-	_
that derinding an est authorized by the or technically by the control of the project of the proj	on which commercial				agreement or obligation to be	<u> </u>	
or required by law to close? "2.2 Transfer to Avoid Force Majorne, Art of State, Beguling and Improviding." If Section 9 I becomes applicable, leaves probable and such failure is containing after an auch failure are as any be an experienced page page to the page of the section of the support of the page of the section of the sect	that location are not				complied with or performed by it		_
"22 Transfer to Avoid Force Majorne, Act of State, Begothy and Impossibility. Begothy	or required by law to c				in accordance with the applicable	-	-
Majerare, Act of Stafe. Highing and Throposofthing. W. Section 9.1 becomes populated, unders profitted by Low, the Prity which has been populated, landered or delayed. Low, the Prity which has been populated, landered or delayed. Low, the Prity which has been populated, landered or delayed. Low, the Prity which has been populated, landered or delayed. Low, the Prity which has been populated, landered or delayed. Low, the Prity which has been populated from performing shall, to a condition or in eight or designate a chose-out and liquidation of any affected Currency Obligations of any affected Currency Obligation or the path of the prity of the pri		"9.2 Transfer to Avoid Ford	e				
Micropity and Improssibility: may perfect his project the project of the project provided in the color of the property of the project of the property of the project of		Majeure, Act of State	2,		such failure is continuing after		-
If Section 9.1 becomes applicable, unless probibited by law, the Party which has been prevented, bindesed or delayed from performing shall, as a condition to its right to designate allowed and an interest of the shall be applied to the performing shall, as a condition to its right to designate allowed and the probability of the performing allowed and the probability of the performing allowed and the probability of the performing allowed and the performing applied to transfer as soon as practicible, and in any events below the earlier to occur of the expiration due of the affected Options or towers (20) days alse at gives notes under Section 9.1, all its rights and obligations under the Approximation to experiment to the allowant to account of the allowant to account or of the allowant to account the performing the purpose to the allowant to account the probability or approximation or account to the purpose to the account of the other purposited to the account of the other purposited to the account of		Illegality and Impossibility.			any applicable grace period has	-	8
applicable, unless prohibated by law, the Parry which has been prevented, histored or delayed from performing shall, as a constitute in right to designate a close-cost and liquidation of any affected Currency Obligation or Option, as well researchable first Critical value of the Control of the Control Option, as cell designated in the Control of the Control Option, as cell designated in the Control Option of the Option of Indicated Currency Obligations and Option to another of the Option of the Option of Indicated Currency Obligations and Option to another of the Option o						Processes by approximate tarm	
Law, the Pury which has been prevented, hintened or delayed per processor of armount preferring shaff, as a condition to its right to designate a closes to the in-full furne and effect prior to the substitution of all obligations of any afforded Currency Obligation of any afforded Currency Obligation of any afforded Currency Obligation of the Condition of the C							No. de la della de
percented, hindered or delayed from performing shall, as a canditum to its right to designate a close, cost and diquidation of any affected Currency Obligation or Option, use all reasonable efficies (which will not require such Party to incur a loss, excleding minimaterial, includental experses) to transfer as soon as generated by applicable law. The Definiting Party or, in other candidates, and in any event before the earlier to maxer of the expiration of the performance and the performance of the pe							-
ceases to be in full force and summittee to visit the obsequence of a close run and liquidation of any affected Currency Obligation or Option, use all reasonable efforts (which will not regular such that the perfect of the perfect							
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LIMITED LIABILITY PARTNERSHIP

C H A N C E

Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement or Performance Disruption	Grace Periods	Market Convention Overrides Other
	tax or other cost."				Clause 3.2	
	tax of other cost.				Clause 3.2	
					"Late Payment or Non-	
					Payment of Premium	
					If any Premium is not received	
					on or before the Premium	
					Payment Date, the Seller may	
					elect:	
					(i) to accept a late payment of	
					such Premium;	
					such i romani,	
					(ii) to give written notice of such	
					non-payment and, if such	
					payment shall not be received	
					within two (2) Business Days of	
					such notice, treat the related	
					Option as void; or (iii) to give	
					written notice of such non-	
					payment and, if such payment	
					shall not be received within two	
					(2) Business Days of such notice,	
					treat such non-payment as an	
					Event of Default under clause (i)	
					of the definition of Event of	
					Default. If the Seller elects to act	
					under either clause (i) or (ii) of	
					the preceding sentence, the	
					Buyer shall pay all out-of-pocket costs and actual damages	
					incurred in connection with such	
					unpaid or late Premium or void	
					Option, including, without	
					limitation, interest on such	
					Premium from and including the	
					Premium Payment Date to but	
					excluding the late payment date	
					in the same Currency as such	
					Premium at overnight LIBOR	
					and any other losses, costs or	
					expenses incurred by the Seller	
					in connection with such	
					terminated Option, for the loss of	
					its bargain, its cost of funding, or	
					the loss incurred as a result of	
					terminating, liquidating,	
					obtaining or re-establishing a	
					delta hedge or related trading	
					position with respect to such	

	Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement or Performance Disruption	Grace Periods	Market Convention Overrides	Other
						Option."		
						Clause 11.14		
						"Adequate Assurances		
						If the Parties have so agreed in		
						Part XI of the Schedule, the		
						failure by a Party to give		
						adequate assurances of its ability		
						to perform any of its obligations		
						under the Agreement within two		
						(2) Business Days of a written		
						request to do so when the other		
						Party has reasonable grounds for		
						insecurity shall be an Event of		
						Default under the Agreement."		
	Schedule 1, Part 1	Schedule 1, Part 1	Clause 12	Not relevant	Not relevant	Clause 12	Clause 12	Clause 17
Electricity Forward		Senedure 1,1 urv 1	Charles 12	Tiot fele valie	Tiot felevant	Charles 12		Charles 17
Agreement	Definitions	Definitions	Termination			Termination	Termination	Severability
Association Grid								-
Trade Master	""Banking Day" means a day	"Force Majeure" means any	12.7 "Illegality			12.1.3 "(Non-Payment) the	12.5.3"Market Amount" means	"If any provision or part of a
Agreement	(other than a Saturday or	event or circumstance beyond				Party fails to pay any amount	either:	provision of this Agreement is
(2000)	Sunday) on which the clearing	•	If, due to the adoption of, or any			when due under this Agreement,		found by a court or authority of
	banks in London are open for	acting and having acted as a	change in, any applicable law			and that failure is not remedied	(a) the sum (whether	competent jurisdiction to be void
	general business"	Reasonable and Prudent	after the date on which a			on or before the 3 rd Banking Day	positive or negative) or (i) the	or unenforceable, that provision
Published by:		Operator, which, in respect of a	Transaction is entered into, or			after the Non-Defaulting Party	Market Quotation for the	or part of a provision shall be
		Settlement Period, prevents:	due to the promulgation of, or			gives the Party notice of that	Transactions if a Market	deemed to be deleted from this
The Electricity			any change in, the interpretation			failure"	Quotation is determined and (ii)	Agreement and the remaining
Forward Agreement		(a) an ECV Notification	by any court, tribunal or			12.15 "Metarial Obligations)	losses and costs (or gains) in	provisions shall continue in full
Association (EFET)		from being submitted to the ECV	regulatory authority with competent jurisdiction of any			12.1.5 "(Material Obligations) the Party fails to perform a	respect of any payment required to have been made and not made	force and effect. The Parties
www.efet.org		Aggregation Agent; or	applicable law after that date, it			material obligation under this		shall in this event seek to agree
		(b) the aggregate Settlement	becomes unlawful (other than as			Agreement (including clause	4 or 5 on or before the Early	upon a valid and enforceable
		Period Volumes from being	a result of a breach by the			3.3.1 but other than an obligation	Termination Date or as a result	provision or part of a provision
		received or taken into account by	relevant party of clause 3.2) for a			referred to in clause 12.1.3 or	of suspension under clause 12.2;	to replace the provision or part of
		the Settlement Administration	Party (the "Affected Party"):			12.1.4) and that failure is not	or suspension under clause 12.2,	a provision found to be void and
		Agent in determining the	included in the second in the			remedied within 5 Banking Days		unenforceable."
		Account Energy Imbalance	12.7.1 to perform any absolute			of the Non-Defaulting Party	(b) the Non-Defaulting	
		Volume for the relevant Energy	or contingent obligation to make			giving the Party notice of that	Party's Loss (whether positive or	
		Account of that Party for that	a payment or delivery or to			failure:"	negative) for the Transactions if	
		Settlement Period."	receive a payment or delivery in				a Market Quotation cannot be	
			respect of that Transaction or to			12.1.9 "(Material Adverse	determined or would not (in the	
		Clause 9	comply with any other material			Change) in the reasonable	reasonable belief of the Non-	
		Ears Maissa	provision of this Agreement			opinion of the other Party, one or	Defaulting Party) produce a	
		Force Majeure	relating to that Transaction; or			more events occur which cause a	commercially reasonably result,	
		"If, in respect of a Settlement				material adverse change in the		
		Period, a Party (the "Force	12.7.2 to perform, or for any			financial standing or	where;	
		Majeure Party") is prevented	Credit Support Provider of that			creditworthiness of the Party	(a) "Monkot Ostati"	
		from carrying out any one or	Party to perform, any contingent			(unless all of the Party's financial	(c) "Market Quotation"	
		Tom carrying out any one of	or other obligation which the			obligations under this Agreement	means, with respect to the Non-	

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Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement or Performance Disruption	Grace Periods	Market Convention Overrides	Other
Definition of business day	more of its obligations in accordance with clause 5 by reason of Force Majeure, then the Force Majeure Party shall: 9.1 be relieved of its obligations under clause 5 to the extent hat it is prevented by Force Majeure from complying with them; and 9.2 not have to pay amounts under clause 6 to the extent of that failure to perform. provided that: 9.3 the Force Majeure Party advises the other Party in writing as soon as reasonably practicable of: 9.3.1 the event or circumstance constituting Force Majeure; 9.3.2 its estimate of the likely effect of that Force Majeure on its ability to perform its obligations under clause 5; and 9.3.3 its estimate of the likely period of that Force Majeure; and 9.4 the Force Majeure Party uses all reasonable endeavours to terminate or overcome the event or circumstance constituting a Force Majeure and resumes full performance of its obligations as soon as reasonably practicable."	Party (or that Credit Support Provider) has under any Credit Support Document relating to that Transaction, (an "Illegality") then, unless the Parties otherwise agree in writing, either Party may elect to terminate, liquidate and accelerate that Transaction in accordance with clauses 12.3, 12.4 and 12.5, except that, for the purposes of clause 12.4 and 12.5, references to the Defaulting Party may designate an Early Termination Date and, for the purposes of clause 12.4 and 12.5, references to the Defaulting Party will be read as references to the Affected Party, references to the Non-Defaulting Party will be read as references to the Party which is not the Affected Party, references to "all Transactions" will be read as references to all Transactions affected by the Illegality. However, if both Parties are Affected Parties, each Party shall determine the Termination Payment in respect of the terminated Transactions and the amount payable shall be the algebraic average of the two Termination Payments". 12.8 Event of Default and Illegality "If an event or circumstance which would otherwise constitute or give rise to an Event of Default also constitutes an Illegality it will be treated as a Illegality and will not constitute an Event of Default."		_	are fully guaranteed under a Credit Support Document), or any Credit Support Provider of the Party, and which affects the Party's, or the Credit Support Provider's, ability to perform its financial or other obligations under this Agreement or any Credit Support Document, respectively, and the Party or the Credit Support Provider fails to procure a guarantee, letter of credit, or other credit support from a person and in a form which is acceptable in the reasonable opinion of the other Party for the performance of its financial obligations under this Agreement or the Credit Support Document, respectively, within 3 Banking Days of the other Party's written request for that guarantee, letter of credit or other credit support."	Defaulting Party, an amount determined on the basis of the average of quotations from Reference Market Makers. Each quotation will be for an amount, if any that would be paid to the Non-Defaulting Party (expressed as a negative number) or by the Non-Defaulting Party (expressed as a positive number) in consideration of an agreement between the Non-Defaulting Party and the quoting Reference Market Maker to enter into transactions (the "Replacement Transactions") that would have the effect of preserving for the Non-Defaulting Party the economic equivalent of any payment or compliance with clause 6 (whether the underlying obligation was absolute or contingent) that would, but for the occurrence of the relevant Early Termination Date, have been required after that date. The quotation shall (i) take into account any existing Credit Support Document with respect to the obligations of the Non-Defaulting Party but (ii) disregard any losses, costs (or gains) in respect of any payment required to have been made and not made or non-compliance with clauses 4 or 5 on or before the Early Termination Date; and (d) "Reference Market Makers" means 3 leading traders in the England and Wales electricity market selected by the Non-Defaulting Party in good faith which satisfy all the criteria that the Non-Defaulting Party applies generally at the time in deciding whether to offer or to make an extension of credit and	Other
						which are independent of the Parties."	

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	Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement or Performance Disruption	Grace Periods	Market Convention Overrides	Other
	Clause 1.1	Clause 1.1	Clause 15	Not relevant	Clause 4.1.2	Clause 10	Not relevant	Not relevant
Short Term Flat	Clause 1.1	Clause 1.1	Clause 13	Not relevant	Clause 4.1.2	Clause 10	Not relevant	Not relevant
NBP Trading Terms	""Banking Day" shall mean a	""Force Majeure" shall mean	"Severability		"NBP Trades	"Term and Termination		
and Conditions	day (other than a Saturday or a	any event or circumstance						
(1997)	Sunday) on which the clearing	beyond the reasonable control of	If any of the provisions of the			10.1 The non-defaulting Party		
Published by:	banks in London are open for	a Party which totally prevents a	Transaction are found by a court		affected by a Code Contingency	may terminate the Transaction		
Transco	business"	Trade Nomination from being	or authority of competent		and which affects a Party, such	forthwith by giving notice to the		
Tunsco		submitted by such Party to	jurisdiction to be void or		Party shall submit its Trade	other Party:		
www.transco.uk.co		Transco or from being received	unenforceable, such provision		Nomination by the means and in	10.1.4 : the event of a material		
m		and taken into account by	shall be deemed to be deleted		the manner provided for in the	10.1.4 in the event of a material		
		Transco in determining such	from the Transaction and the		Contingency Procedures"	adverse change in the financial standing of the other Party when		
		Party's Daily Imbalance"	remaining provisions shall		Clause 1	compared to such Party's		
			continue in full force and effect.		Clause 1	financial standing as at the date		
			The Parties shall in such event		"Contingency Procedures shall	of the Transaction which change		
		Clause 7	seek to agree upon a valid and		have the meaning set out in the	affects its ability to perform its		
		Clause /	enforceable provision to replace		Network Code"	financial obligations in respect of		
		"Force Majeure	the provision found to be void or unenforceable."			the Transaction, and such Party		
			unenforceable.		"Code Contingency shall have	fails to provide reasonable		
		"Force Majeure			the meaning specified in the	security for the performance of		
					Network Code"	its financial obligations in		
		7.1 If a Party is by reason of				respect of the Transaction within		
		Force Majeure rendered unable			"Network Code shall mean the	three (3) Banking Days of the		
		wholly or in part to carry out its			document, as modified from time	other Party's request therefor.		
		obligations in accordance with			to time, setting out transportation	, ,		
		Clause 4, then upon notice in			arrangements established by	10.2 The non-defaulting Party		
		writing of such Force Majeure from the Party affected to the			Transco pursuant to its public	may terminate the Transaction		
		other Party as soon as reasonably			gas transporters licence"	by giving five (5) Banking Days'		
		practicable after the occurrence				notice to the other Party in the		
		of the event or circumstances				event that other Party:		
		relied on, the Party affected shall				10.2.1.		
		be relieved of liability to the				10.2.1 is materially in breach of		
		extent that it is in breach by				any of its obligations under the Transaction;		
		reason of Force Majeure and for				Transaction,		
		the period during which such				10.2.2 fails to pay the amount		
		Force Majeure persists, provided				specified in the Monthly		
		that:				Statement in accordance with		
						Clause 6; provided that the Party		
		7.1.1 the party seeking relief				in breach has failed to remedy		
		under this Clause 7 shall advise				the breach before expiry of the		
		the other Party as soon as				notice period. In the case of the		
		practicable of the event or				breach being remedied, the		
		circumstance constituting Force				notice is deemed not to have		
		Majeure together with its				been given.		
		estimate of the likely effect of						
		such Force Majeure on its ability				For the purpose of this Clause		
		to perform its obligations				10.2 a persistent failure by one		
		hereunder and of the likely				Party to make Trade		
		period of such Force Majeure;				Nominations in respect of a		

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	Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement or Performance Disruption	Grace Periods	Market Convention Overrides	Other
		and				Transaction shall be deemed to		
						constitute a material breach."		
		7.1.2 the Party affected shall use						
		all reasonable endeavours to						
		terminate or overcome the event						
		or circumstance constituting						
		Force Majeure.						
		7.2Either Party may terminate a						
		Transaction by giving three (3)						
		Banking Days notice to the other						
		if Force Majeure in respect of						
		that Transaction continues for						
		seven (7) Days or more."						
European	Annex 1	Section 7	Not relevant	Section 15	Section 15	Section 10	Not relevant	Section 17
Federation of	Defined Terms	Non-Performance Due to Force		Floating Prices and Fallback	Floating Prices and Fallback	Term and Termination Rights		Performance Assurance
Energy Traders		Majeure		Procedure for Market	Procedure for Market	-		
General Agreement	"Business Day means a day			Disruption	Disruption	Clause 5		Clause 1
Concerning the	(other than Saturday or Sunday)	"(1) Definition of Force		"1. Calculation of Floating		"Definition of Material Reason:		"Right to Require
Delivery and	on which commercial banks are	Majeure: Unless otherwise		Contract Prices: In the event the		Definition of Waterian Reason.		Performance Assurance:
Acceptance of	open for general business at the	_		Contract Price is based on an	"Definition of Market	The Agreement may be		Terrormance Assurance.
Electricity	places where each Party has its			index, exchange or any other	Disruption Event:	terminated at any time for one or		At any time and from time to
(December 2000)	registered office"	"Force Majeure" means an		kind of variable reference price	Distription Event.	more of the following reasons		time, when a Party (the"
Published by: The		occurrence beyond the reasonable control of the Party		(such price being a "Floating	Market Disruption Event" under	(each, a "Material Reason"):		Requesting Party") believes in
European		claiming Force Majeure (the		Price") the Contract Price shall	this § 15 shall mean the events			good faith that a Material
Federation of		"Claiming Party") which it could		be determined on the Settlement	stipulated under § 15.4 (a)	(a) Non Performance: The failure		Adverse Change has occurred in
Electricity Traders		not reasonably have avoided or		Date at the Settlement Price as	through (f) (the existence of	of a Party or its Credit Support		respect of the other Party, the
(EFET)		overcome and which makes it		specified in the applicable	which shall be determined in a	Provider, when required, to make		Requesting Party shall be
www.ofat.org		impossible for the Claiming		Individual Contract. The	commercially reasonable manner	a payment, to deliver any		entitled to require, by written
www.efet.org		Party to perform its delivery or		Settlement Price shall be	by the Calculation Agent).	Performance Assurance or to		notice, that the other Party
		acceptance obligations,		determined in accordance with		perform any other material		provide to it or increase in
		including, but without limitation,		the Calculation Method on the	For purposes of this § 15.4,	· ·		amount:
		due to one or more of the		Calculation Date as specified in	"Price Source" shall mean any	obligation is released pursuant to		
		following:		the Individual Contract. The	_	§ 7 (Non-Performance Due to		(a) a Letter of Credit; (b) cash; or
		_		Calculation Date is the date	publishing the price for a	Force Majeure)):		(c) other security (including a
		(a) the failure of communications		specified as such in the	relevant commodity (a	(i) under the Agreement;		bank or parent guarantee), in a form and amount reasonably
		or computer systems of the		Individual Contract on which the	"Commodity Reference Price") including exchanges trading in	provided, that in the case of a		acceptable to the Requesting
		relevant Network Operator(s)		Settlement Price for the specific	any relevant future contracts or	failure to pay, such failure is not		Party (each a "Performance
		which prevents the Claiming		delivery is determined. The	commodities on which the	cured within two (2) Business		Assurance").
		Party from performing its		Calculation Agent shall provide	Floating Price is based.	Days of a written demand, or, in		Assurance J.
		obligations of delivery or		prompt notice of the Settlement	1 roading 1 rice is based.	the case of any other failure of		Upon receipt of such written
		acceptance; or		Price determined as well as the	(a) the failure of any relevant	performance, such failure is not		notice, the other Party shall
				amount to be paid on the Due	Price Source to announce or	cured within ten (10) Business		within three (3) Business Days
		(b) the relevant Network		Date. Payment shall be made	publish information necessary	Days of a written demand		provide to the Requesting Party
		Operator's suspension of delivery		pursuant to § 13 (Invoicing and	for determining the Commodity			the Performance Assurance
		or acceptance or its disregard of the Claiming Party's obligations		Payment).	Reference Price;	(ii) under any Credit Support		required.
		with regard to Scheduling under		2. Market Disruption: Upon the		Document (after giving effect to		
		with regard to beneduring under		occurrence of a Market	(b) the temporary or permanent	any applicable notice or grace		Clause 2. Material Adverse

Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement or	Grace Periods	Market Convention Overrides	Other
				Performance Disruption			
	the Individual Contract."		Disruption Event as specified in	objective unavailability of any	period thereunder); or		Change: A Material Adverse
	the marvidual Contract.		§ 15.4 (Definition of Market	relevant Commodity Reference	period thereunder), or		Change shall have occurred if
	"2. Release From Delivery and		Disruption Event), the	Price;	(iii) under any Performance		any one or more of following
	Acceptance Obligations:		Calculation Agent shall	Trice,	Assurance in accordance with §		events has occurred and is
	F		determine an alternative price to	(c) a temporary or permanent	17 (Performance Assurance)."		continuing insofar as such event
	If a Party is fully or partly		which the relevant Individual	closing of the Price Source of			is specified as applying to a
	prevented due to Force Majeure		Contract shall be settled (the	any relevant Commodity	Section 10		Party in the Election Sheet:
	from performing its obligations		"Alternative Settlement Price")	Reference Price;			Tarty in the Election Sheet.
	of delivery or acceptance under		according to the applicable	,	"Term and Termination		(h) Impaired Ability to Perform:
	one or more Individual Contracts		Fallback Mechanism contained	(d) the discontinuance or	Rights		If in the reasonable and good
	and such Party complies with the		in the provisions of § 15.3	suspension of, or the imposition			faith opinion of the Requesting
	requirements of § 7.3		(Fallback Mechanism). In the	of a material limitation on,	Clause 5		Party, the ability of the Relevant
	(Notification and Mitigation of		event of a Market Disruption	trading in	(d)Failure to Deliver or Accept:		Entity to perform its obligations
	Force Majeure), no breach or		Event, the order of succession of		If specified as applying in the		under the Agreement, any Credit
	default on the part of the		§15.3 from (a) to (c) shall be	any relevant futures contract or	Election Sheet, the failure of a		Support Document or any
	Claiming Party shall be deemed			commodity offered by the	Party to comply with its		Control and Profit Transfer
	to have occurred and it shall be		binding upon the Calculation	relevant exchange for the	obligation to deliver or accept		Agreement, as the case may be,
	released (and not merely		Agent.	Commodity Reference Price;	electricity under an Individual		is materially impaired."
	suspended) from those		The Calculation Agent can only		Contract, (other than, when such		
	obligations for the period of time		use the next following Fallback	(e) the occurrence since the date	obligation is released pursuant to		Section 23
	and to the extent that such Force		Mechanism provision if the	such Individual Contract was	§7 (Non-Performance Due to		
	Majeure prevents its		previous Fallback Mechanism	entered into of a material change	Force Majeure)) for more than		Miscellaneous
	performance. No obligation to		provision is not available due to	in the details of the composition	seven (7) consecutive days or for		Character 4 UD and all Land Property IC
	pay damages pursuant to § 8		a Market Disruption Event or	of or specifications for any	more than seven (7) days in		Clause 4 "Partial Invalidity: If,
	(Remedies for Failure to Deliver		otherwise as provided in §15.3,	relevant commodity or	aggregate within a period of		at any time, any provision of this General Agreement or an
	and Accept) will accrue to the		as applicable."	Commodity Reference Price (i) which are entered into or	sixty (60) days."		Individual Contract is or
	Claiming Party with respect to		2 UE-III I-M-I	incorporated in any relevant	shity (60) days.		becomes illegal, invalid or
	those quantities not delivered or		3. "Fallback Mechanism: In the	futures contract or offered by the			unenforceable, in any respect,
	received."		event of a Market Disruption	relevant exchange or (ii) which			under the law of any relevant
	2 UNI 400 40 I B #141 40		Event the Calculation Agent shall determine the Alternative	are used by any other relevant			jurisdiction, neither the legality,
	3. "Notification and Mitigation		Settlement Price according to the	institution for determining the			validity nor enforceability of the
	of Force Majeure:		following procedure (each a	Commodity Reference Price in			remaining provisions of this
	The Claiming Party shall as soon		"Fallback Mechanism"): (a)	compiling the price information			General Agreement or of any
	as practical after learning of the		Fallback Reference Price: The	necessary for determining such			Individual Contract, shall be in
	Force Majeure notify the other		Calculation Agent shall	Floating Price; or			any way affected or impaired
	Party of the commencement of		determine the Alternative				thereby. The Parties undertake to
	the Force Majeure and, to the		Settlement Price based upon the	(f) the occurrence since the			replace any illegal, invalid or
	extent then available, provide to		price for that Calculation Date of	commencement of the relevant			unenforceable provision with a
	it a non-binding estimate of the		the first Alternate Commodity	Individual Contract of a material			legal, valid and enforceable
	extent and expected duration of		Reference Price, if any, specified	change in the method of			provision which comes as close
	its inability to perform. The		in the applicable Individual	calculation used for any relevant			as possible to the invalid
	Claiming Party shall use all		Contract and which is not itself	Commodity Reference Price to			provision as regards its economic
	commercially reasonable efforts		subject to a Market Disruption	determine the price information			intent."
	to mitigate the effects of the		Event; if an Alternate	necessary for determining such			
	Force Majeure and shall, during		Commodity Reference Price has	floating price."			
	the continuation of the Force		not been agreed on in the				
	Majeure, provide the other Party		Individual Contract, the next				
	with reasonable updates, when		applicable Fallback Mechanism				
	and if available, of the extent and		shall apply for the relevant				
	expected duration of its inability						

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Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement or Performance Disruption	Grace Periods	Market Convention Overrides Other
	to perform."		Individual Contract;			
	4. "Effects of Force Majeure on		(b) Negotiated Fallback: Each			
	Other Party: In the event, and to		Party shall promptly negotiate in			
	the extent, a Seller's delivery		good faith to agree with the other			
	obligations are released by Force		on an Alternative Settlement			
	Majeure, the Buyer's		Price (or a method for			
	corresponding acceptance and		determining the Alternative			
	payment obligations shall also be		Settlement Price), and, if the			
	released. In the event and to the		Parties have not so agreed on or			
	extent a Buyer's acceptance		before the fifth (5th) Business			
	obligations are released by Force		Day following the first			
	Majeure,		Calculation Date on which the			
			Market Disruption Event existed,			
	Seller's corresponding delivery		the next applicable Fallback			
	obligations shall also be released.		Mechanism shall apply;			
	Calculation Agent: Unless the		(c) Dealer Fallback: On or after			
	Parties otherwise specify in the		six (6) Business Days following			
	Election Sheet or in the relevant		the first Calculation Date on			
	Individual Contract, the Seller		which the Market Disruption			
	shall be the Calculation Agent."		Event occurred or existed, the			
			Parties shall promptly and jointly			
	Section 15		agree upon three independent			
	""Term and Termination		leading participants in the			
	Rights Clause 5(e)		relevant market ("Dealers")			
	Rights Clause 5(c)		selected in good faith from			
	"Force Majeure: A Party is		among participants of the highest			
	released from its obligations		credit standing which satisfy all			
	under the Agreement due to		the criteria that the Parties apply generally in deciding whether to			
	Force Majeure for more than		offer or to make an extension of			
	thirty (30) consecutive days or		credit or to enter into a			
	for more than sixty (60) days in		transaction comparable to the			
	aggregate within a period of one		Individual Contract that is			
	calendar year."		affected by the Market			
			Disruption Event. The Dealers			
			shall be appointed to make a			
			determination of the Alternative			
			Settlement Price taking into			
			consideration the latest available			
			quotation for the relevant			
			commodity reference price and			
			any other information that in			
			good faith is deemed relevant.			
			The Alternative Settlement Price			
			shall be the arithmetic mean of			
			the three amounts determined to			
			be the Alternative Settlement			
			Price by each Dealer, in which			
			case the calculation shall be			

	Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement or Performance Disruption	Grace Periods	Market Convention Overrides	Other
				binding and conclusive in the				
				absence of manifest error."				
	Annex 1	Section 7	Not relevant	Section 15	Section 9	Section 10	Not relevant	Section 17
European		N. D. a. D						
Federation of	"Business Day" means a day	Non-Performance Due to		Floating Prices and Fallback	Suspension of Delivery or	Term and Termination Rights		Performance Assurance
Energy Traders General Agreement	(other than Saturday or Sunday)	Force Majeure		Procedure for Market	Acceptance	"Clause 3. Termination for		Cloude 1
Concerning the	on which commercial banks are	Clause 1. "Definition of Force		Disruption	"In addition to any other rights or	Material Reason:		Clause 1
Delivery and	open for general business at the	Majeure: <u>Unless otherwise</u>		1. "Calculation of Floating	remedies available to a Party (the	Material Reason:		"Right to Require
Acceptance of	places where each Party has its	specified in the Election Sheet,		Contract Prices:	"Non-Defaulting Party"), should	(a) If a Material Reason (as		Performance Assurance:
Natural Gas	registered office"	for purposes of the Agreement		In the event the Contract Price is	a Party (the "Defaulting Party")	defined below) with respect to a		
(January 2003)		"Force Majeure" means an		based on an index, exchange or	default on any payment that is	Party has occurred and is		At any time and from time to
(occurrence beyond the		any other kind of variable	due under the Agreement, or	continuing, the other Party (the		time, when a Party (the
Published by: The		reasonable control of the Party		reference price (such price being	should it or its Credit Support	"Terminating Party") may		"Requesting Party") believes in
European		claiming Force Majeure (the		a "Floating Price") the Contract	Provider fail to provide, replace	terminate the Agreement ("Early		good faith that a Material
Federation of		"Claiming Party") which it		Price shall be determined on the	or increase the amount of any	Termination") by giving the		Adverse Change has occurred in
Electricity Traders		could not reasonably have avoided or overcome and which		Settlement Date at the Settlement	Credit Support Document or any	other Party notice. A notice of		respect of the other Party, the
(EFET)		makes it impossible for the		Price as specified in the	Performance Assurance as	Early Termination may be given		Requesting Party shall be entitled to require, by written
www.ofot.org		Claiming Party to perform or		applicable Individual Contract.	required pursuant to the	by telephone if that notice is		notice, that the other Party
www.efet.org		procure performance of its		The Settlement Price shall be	Agreement, the Non-Defaulting	confirmed in writing within two		provide to it or increase in
		delivery or acceptance		determined in accordance with	Party shall be entitled, no earlier	Business Days.		amount: (a) a Letter of Credit;
		obligations, including, but		the Calculation Method on the	than three (3) Business Days	(b) A notice of Early		(b) cash; or (c) other security
		without limitation, due to one or		Calculation Date as specified in	after sending a written notice to	Termination shall specify the		(including a bank or parent
		more of the following:		the Individual Contract. The	the Defaulting Party immediately	relevant Material Reason for the		guarantee), in a form, amount
				Calculation Date is the date	to cease further delivery or	Early Termination and shall		and from an entity which is
		(a) the failure of		specified as such in the	acceptance (as the case may be) of Natural Gas (and be released	designate a day as an early		reasonably acceptable to the
		communications or computer		Individual Contract on which the	(and not merely suspended) from	termination date (the "Early		Requesting Party (each a
		systems of the relevant Network		Settlement Price for the specific	its underlying delivery or	Termination Date"). The Early		"Performance Assurance"). Upon
		Operator(s) which prevents the		delivery is determined. The	acceptance obligations) under all	Termination Date may not be		receipt of such written notice, the
		Claiming Party from performing		Calculation Agent shall provide	Individual Contracts and	earlier than the day the notice is		other Party shall within three
		its obligations of delivery or		prompt notice of the Settlement	(provided that the Non-	deemed to have been received		Business Days provide to the
		acceptance; or		Price determined as well as the amount to be paid on the Due	Defaulting Party has already	under the Agreement nor later		Requesting Party the
		(b) the relevant Network's		Date. Payment shall be made	exercised any rights available to	than 20 days after such day. With		Performance Assurance required.
		Operator failure to respond to all		pursuant to § 13 (Invoicing and	it to set off its obligations to	effect from the Early		For the avoidance of doubt, in
		efforts by the Claiming Party to		Payment)."	make payments under the	Termination Date all further		the event that an entity providing
		communicate with such Network		,	Agreement to the Defaulting	payments and performance in respect of all Individual		Performance Assurance on behalf of a Party does not
		Operator;		2. "Market Disruption: Upon	Party against amounts owed by	Contracts shall be released (and		thereafter continue to be
		Provided that "Force Majeure"		the occurrence of a Market	the Defaulting Party to it) the	not merely suspended) and		reasonably acceptable to the
		shall not include any curtailment		Disruption Event as specified in	Non-Defaulting Party shall have	existing duties and obligations of		Requesting Party, the Requesting
		or interruption of transportation		§ 15.4 (Definition of Market	the right to withhold payments	the Parties shall be replaced by		Party shall have the right to
		rights or any problem,		Disruption Event), the	owed by it to the Defaulting	the obligation of one Party to pay		require the other Party to provide
		occurrence or event affecting any		Calculation Agent shall determine an alternative price to	Party under the Agreement in	the Termination Amount to the		to it additional Performance
		relevant pipeline system unless		which the relevant Individual	each case until such time as the	other Party as calculated in		Assurance in accordance "
		this constitutes a Transportation		Contract shall be settled (the	Non-Defaulting Party, has received either the required	accordance with § 11.1		
		Failure."		"Alternative Settlement Price")	Credit Support Document or	(Termination Amount)"		Clause 2
		Clause 2		according to the applicable	Performance Assurance or full			UMotorial Advance Character
		Clause 2.		Fallback Mechanism contained	payment (including all applicable	"5 Definition of Material		"Material Adverse Change: A
		"Release from Delivery and		in the provisions of § 15.3	default interest and expenses) of	Reason: The Agreement may be		Material Adverse Change shall
				1 11 11 11 11 11 11 11	ma expenses) of	terminated at any time for one or		have occurred if any one or more

Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement or	Grace Periods	Market Convention Overrides	Other
				Performance Disruption			
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	Acceptance Obligations: If a			all outstanding amounts owed to	· ·		of following events has occurred
	Party is fully or partly prevented		event of a Market Disruption	the Non-Defaulting Party."	(each, a "Material Reason"):		and is continuing in so far as
	due to Force Majeure from		Event, the order of succession of		(a) Non-Performance: The		such event is specified as
	performing or procuring		§ 15.3 (Fallback Mechanism)		failure of a Party or its Credit		applying to a Party in the Election Sheet
	performance of its obligations of		from (a) to (c) shall be binding		Support Provider, when required,		Election Sheet
	delivery or acceptance under one		upon the Calculation Agent. The		to make a payment, to deliver		(h) Impaired Ability to
	or more Individual Contracts and		Calculation Agent can only use		any Performance Assurance or to		Perform: If in the reasonable
	such Party complies with the		the next following Fallback		perform any other material		and good faith opinion of the
	requirements of § 7.3		Mechanism provision if the		obligation (other than when such		Requesting Party, the ability of
	(Notification and Mitigation of Force Majeure) then, without		previous Fallback Mechanism		obligation is released pursuant to		the Relevant Entity to perform its
			provision is not available due to		§ 7 (Non-Performance Due to		obligations under the Agreement,
	prejudice to § 7.5 (Long Term Force Majeure Limit), no		a Market Disruption Event or		Force Majeure)):		any Credit Support Document or
	•		otherwise as provided in § 15.3 (Fallback Mechanism), as		3		any Control and Profit Transfer
	breach or default on the part of				(i) under the Agreement;		Agreement, as the case may be,
	the Claiming Party shall be deemed to have occurred and it		applicable."		provided, that in the case of a		is materially impaired. "
			3. "Fallback Mechanism: In the		failure to pay, such failure is not		
	shall be released (and not merely suspended) from those		event of a Market Disruption		cured within two (2) Business		Section 23
	obligations but only for the		Event the Calculation Agent		Days of a written demand, or, in		
	period of time and to the extent		shall determine the Alternative		the case of any other failure of		Miscellaneous
	that such Force Majeure prevents		Settlement Price according to the		performance (not covered by		Character to the second
	its performance. Without		following procedure (each a		sub-paragraphs (ii) or (iii)		Clause 4 "Partial Invalidity: If,
	prejudice to § 7.5 (Long Term		"Fallback Mechanism"):		below), such failure is not cured		at any time, any provision of this General Agreement or an
	Force Majeure Limit), no		(a) Fallback Defause Defau		within ten (10) Business Days of		Individual Contract is or
	obligation to pay damages		(a) Fallback Reference Price:		a written demand;		becomes illegal, invalid or
	pursuant to § 8 (Remedies for		The Calculation Agent shall				unenforceable, in any respect,
	Failure to Deliver or Accept		determine the Alternative Settlement Price which shall be		(ii) under any Credit Support		under the law of any relevant
	the Contract Quantity) will		the price for that Calculation		Document (after giving effect to		jurisdiction, neither the legality,
	accrue to the Claiming Party		Date of the first Alternate		any applicable notice or grace		validity nor enforceability of the
	with respect to Default		Commodity Reference Price (if		period hereunder); or		remaining provisions of this
	Quantities arising under such		any, specified in the applicable		(iii) in accordance with § 17		General Agreement or of any
	Individual Contracts as a result		Individual Contract), which is		(Performance Assurance)."		Individual Contract, shall be in
	of Force Majeure affecting the		not itself subject to a Market		(1 errormance rissurance).		any way affected or impaired
	Claiming Party's obligation."		Disruption Event; if an Alternate		(d) Failure to Deliver or		thereby. The Parties undertake to
			Commodity Reference Price has		Accept": If specified as		replace any illegal, invalid or
	Clause 3. "Notification and		not been agreed on in the		applying in the Election Sheet,		unenforceable provision with a
	Mitigation of Force Majeure:		Individual Contract, the next		the failure of a Party to comply		legal, valid and enforceable
	The Claiming Party shall as soon		applicable Fallback Mechanism		with its obligation to deliver or		provision which comes as close
	as practicable after learning of		shall apply for the relevant		accept Natural Gas under an		as possible to the invalid
	the Force Majeure notify the		Individual Contract.		Individual Contract, (other than,		provision as regards its economic
	other Party of the		marviduai Contract.		when such obligation is released		intent. "
	commencement of the Force		(b) Negotiated Fallback: Each		pursuant to § 7 (Non-		
	Majeure and of the Individual		Party shall promptly negotiate in		Performance due to Force		
	Contract(s) affected thereby and,		good faith to agree with the other		Majeure)) for more than seven		
	to the extent then available,		on an Alternative Settlement		consecutive days or for more		
	provide to it a bona fide non-		Price (or a method for		than seven (7) days in aggregate		
	binding estimate of the extent		determining the Alternative		within a period of sixty (60)		
	and expected duration of its		Settlement Price), and, if the		days. "		
	inability to perform. The		Parties have not so agreed on or				
	Claiming Party shall use all		before the fifth Business Day				

LIMITED LIABILITY

C H A N C E

Definition of business day	Force Majeure	Illegality	Rate Disruption	_	Settlement ce Disruption	or	Grace Periods	Market Convention Overrides Other
	commercially reasonable efforts		following the first Calculation					
	to mitigate and overcome the		Date on which the Market					
	effects of the Force Majeure		Disruption Event existed, the					
	(which, in the case of a		next applicable Fallback					
	Transportation Failure, shall		Mechanism shall apply.					
	include using all commercially							
	reasonable efforts to procure that		(c) Dealer Fallback: On or after					
	the relevant Network Operator		six Business Days following the					
	mitigates and overcomes the		first Calculation Date on which					
	effects of the Transportation		the Market Disruption Event					
	Failure) and shall, during the		occurred or existed, the Parties					
	continuation of the Force		shall promptly and jointly agree					
	Majeure, provide the other Party		upon three independent leading					
	with reasonable bona fide		participants in the relevant					
	updates, when and if available,		market ("Dealers") selected in					
	of the extent and expected		good faith from among					
	duration of its inability to		participants of the highest credit					
	perform such Individual		standing which satisfy all the					
	Contract(s)."		criteria that the Parties apply					
			generally in deciding whether to					
	Clause 4. "Effects of Force		offer or to make an extension of					
	Majeure on Other Party: In the		credit or to enter into a					
	event, and to the extent, that a		transaction comparable to the					
	Seller's delivery obligations are		Individual Contract that is					
	released by Force Majeure, the		affected by the Market					
	Buyer's corresponding		Disruption Event. The Dealers					
	acceptance and payment		shall be appointed to make a					
	obligations shall also be released.		determination of the Alternative					
	In the event, and to the extent		Settlement Price taking into					
	that a Buyer's acceptance		consideration the latest available					
	obligations are released by Force		quotation for the relevant					
	Majeure, the Seller's		commodity reference price and					
	corresponding delivery		any other information that in					
	obligations shall also be		good faith is deemed relevant.					
	released."		The Alternative Settlement Price					
	Clause 5.		shall be the arithmetic mean of					
			the three amounts determined to be the Alternative Settlement					
	"Long Term Force Majeure							
	Limit: Where in respect of an		Price by each Dealer, in which					
	Individual Contract the		case the calculation shall be					
	obligations of the Claiming Party		binding and conclusive in the					
	have been adversely affected by		absence of manifest error."					
	Force Majeure on each Day for a		4. "Definition of Market					
	consecutive period of Days		Disruption Event : "Market					
	exceeding the Long Term Force		Disruption Event" under this §					
	Majeure Limit and by on average		15 (Floating Prices and Fallback					
	more than fifty (50) per cent of		Procedure for Market					
	the contracted quantity during		Disruption) shall mean the					
	such period, then the Party which		events stipulated under § 15.4(a)					
	is not the Claiming Party shall		through § 15.4(f) (the existence					

C H A N C E

Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement of Performance Disruption	or Grace Periods	Market Convention Overrides Other
	have the right to terminate such		of which shall be determined in a			
	Individual Contract forthwith by		commercially reasonable manner			
	written notice to the Claiming		by the Calculation Agent). For			
	Party. Such termination shall be		purposes of this § 15.4			
	without prejudice to the accrued		(Definition of Market Disruption			
	rights and obligations of the		Event), "Price Source" shall			
	Parties under such Individual		mean any institution determining			
	Contract up to the date of		and publishing the price for a			
	termination but neither Party		relevant commodity (a			
	shall have any liability		"Commodity Reference Price")			
	whatsoever to the other in		including exchanges trading in			
	respect of the unexpired portion		any relevant future contracts or			
	of the Total Supply Period under		commodities on which the			
	such Individual Contract after		Floating Price is based:			
	the date of termination. "		Trouting Trice is based.			
	the date of termination.		(a) the failure of any relevant			
	Annex 1		Price Source to announce or			
	""Long Term Force Majeure		publish information necessary			
	Limit" shall, in respect of an		for determining the Commodity			
	Individual Contract, have the		Reference Price;			
	meaning specified in the terms of		(b) the temporary or permanent			
	such Individual Contact and if		objective unavailability of any			
	not so specified, shall be		relevant Commodity Reference			
	determined as follows:		Price;			
	(a) if the supply period of					
	the Individual Contract is one		(c) a temporary or permanent			
	year or more, the Long Term		closing of the Price Source of			
	Force Majeure Limit shall be		any relevant Commodity			
	ninety (90) consecutive Days;		Reference Price;			
			(d) the discontinuance or			
	(b) if the supply period of		suspension of, or the imposition			
	the Individual Contract is not		of a material limitation on,			
	less than three months but not		trading in any relevant futures			
	more than one year the Long		contract or commodity offered			
	Term Force Majeure Limit		by the relevant exchange for the			
	(LTFML) shall be calculated in		Commodity Reference Price;			
	accordance with the following		(e) the occurrence since the date			
	formula:		such Individual Contract was			
	00		entered into of a material change			
	$LTFML = Z X \frac{90}{365}$		in the details of the composition			
	365		of or specifications for any			
	l 7 the march of Descrip		relevant commodity or			
	where Z = the number of Days in		Commodity Reference Price (i)			
	the Total Supply Period of the relevant Individual Contract; and		which are entered into or			
	resevant murvioual Contract; and		incorporated in any relevant			
	(c) if the supply period of the		futures contract or offered by the			
	Individual Contract is less than		relevant exchange or (ii) which			
	three months, there shall be no		are used by any other relevant			
	Long Term Force Majeure		institution for determining the			
	2511g Total Total Majeure		Institution for determining the			

	Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement or Performance Disruption	Grace Periods	Market Convention Overrides	Other
		Limit"		Commodity Reference Price in compiling the price information necessary for determining such Floating Price; or (f) the occurrence since the commencement of the relevant Individual Contract of a material change in the method of calculation used for any relevant Commodity Reference Price to determine the price information necessary for determining such floating price. 5. Calculation Agent: Unless the Parties otherwise specify in the Election Sheet or in the relevant Individual Contract, the Seller shall be the Calculation "				
Cross Product Master Agreement (CPMA) (February 2000) Published by: The Bond Market Association (BMA) www.bondmarkets.c om	Clause 1.1 "Business Day means a day on which commercial banks effect deliveries of the Base Currency in accordance with the market practice of the principal foreign exchange market for the Base Currency or, if the Base Currency is the euro, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System is open."	Definition of "Close-Out	"Settlement of Settlement Accounts in Accordance with this Agreement When a Section 2 Notice has been given, all Settlement Amounts of Principal Agreements Closed Out pursuant to Section 2 (or Closed Out according to their terms on or prior to the delivery of the Section 2 Notice) shall be settled at the times and in the manner set forth in this Section 3.3 and Section 4 hereof (unless, in the good faith judgment of the Closing-Out Party, it is unlawful to do so), notwithstanding any provision to the contrary in any Closed-Out Agreement, and notwithstanding that Settlement Amounts may be payable by different branches of a Party at		Not relevant	Not relevant	Not relevant	Not relevant

	Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific Settlement or Performance Disruption	Grace Periods	Market Convention Overrides	Other
		term is described in Section 5.1 of the 1998 FX and Currency Option Definitions published by ISDA, EMTA and the Foreign Exchange Committee or (ii) any other event which (a) is in the nature of force majeure or act of state, (b) is beyond the control of a Party, (c) such Party, with reasonable diligence cannot overcome, and (d) prevents, hinders or delays such Party from performing or makes it illegal or impossible for such Party to perform its obligations when due under a Principal Agreement. 3. Other events: []"	currencies pursuant to the terms of the relevant Principal Agreements. The date for settlement of such Settlement Amounts shall be deferred (with interest accruing at the rate and for the period specified in Section 4.5(a) hereof) until the occurrence of a Settlement Date hereunder. Each Principal Agreement is hereby amended accordingly."					
International Deposit Netting Agreement (1996) Published by: The British Bankers Association (BBA) www.bba.org.uk	Clause 1 "Business Day" means, in relation to the giving of any notice to a Party, a day on which commercial banks are not authorised or required by law to close in the location of the office of the Defaulting Party to which such notice is given."					Clause 1 ""Event of Default" means the occurrence of any of the following with respect to a Party (the "Defaulting Party"; the other Party being the "Non-Defaulting Party"): (i) The Defaulting Party shall default in any payment to the Non-Defaulting Party with respect to any sum when due under any Deposit Obligation and such failure shall continue for two (2) Business Days after written notice of non-payment has been given by the Non-Defaulting Party to the Defaulting Party Provided that an Event of Default shall not be treated as occurring where, and for so long as, such a default in payment is the result of the Defaulting Party being prevented or hindered from making the relevant payment by reason of force majeure or act of State or of the making of such payment		

LIMITED LIABILITY PARTNERSHIP

C H A N C E

Definition of business day	Force Majeure	Illegality	Rate Disruption	Specific	Settlement	or	Grace Periods	Market Convention Overrides Other
				Performan	ce Disruption			
							being Unlawful or impossible;	
							(iv) An involuntary case or other	
							procedure shall be commence	
							against the Defaulting Party	
							seeking liquidation,	
							reorganisation (including a	
							moratorium) or other similar	
							relief with respect to it or its	
							debts under any bankruptcy,	
							insolvency or similar law or	
							seeking the appointment of a	
							Custodian of it or any substantial	
							part of its assets and such	
							involuntary case or other	
							procedure shall not have been	
							dismissed within five (5) days of	
							its institution or presentation or a	
							Custodian is appointed of the	
							Defaulting Party or any	
							substantial part of its assets."	
							1	

ANNEX 1

In December 1999, the Foreign Exchange Committee and the Financial Markets Lawyers Group in New York published a bilateral amendment which could be entered into by parties to replace the force majeure provisions contained in the 1997 versions of ICOM, IFEMA and FEOMA. The optional amended FEOMA provisions are reproduced in full below and, subject to minor differences, are as per the provisions for ICOM and IFEMA. Please note however that the FMLG is currently reconsidering the force majeure provisions of ICOM, IFEMA and FEOMA.

www.ny.frb.org/fmlg

FEOMA

Section 9. force majeure, act of state, illegality and impossibility

- "9.1 Liquidation Rights. If a Force Majeure Event occurs and is still in effect, then (but subject to Section 9.2) either Party on any day or days after the Waiting Period expires, require the close-out and liquidation of the Currency Obligations under any or all of the Affected Transactions in accordance with the provisions of Section 8.1 and, for such purposes, the Party unaffected by such Force Majeure Event shall perform the calculation required under Section 8.1 as if it were the Non-Defaulting Party (or, if both Parties are Affected Parties, both Parties shall so calculate in respect of all Affected Transactions which either Party determines to liquidate and the average of the amount in respect of each Affected Transaction, except that if a Party fails to so determine an amount, the amount determined by the other Party shall govern). If a Party elects to so liquidate less than all Affected Transactions on a later day or days if the relevant Force Majeure Event is still in effect.
- **9.2** Waiting Period. If the Value Date of an FX Transaction, or the Settlement Date (as applicable) will be deferred to the first Business Day (or the first day which, but for such event, would have been a Business Day) after the end of that Waiting Period (or, in the case of Split Settlement, the first Local Banking Day or the first day which, but for such event, would have been a Local Banking Day, after the end of the Waiting Period). Compensation for this deferral shall be at then current market rates as determined in a commercially reasonable manner by the calculating Party or Parties under Section 9.
- 9.3 Notice by Affected Party. If a Force Majeure Event has occurred, an Affected Party shall promptly give notice thereof to the other Party.
- **9.4 Force Majeure Event and Event of Default**. Nothing in this Section 9 shall be taken as indicating that the Party treated as the Defaultings required by Section 8.1 has committed any breach or default. If an event occurs that would otherwise constitute both a Force Majeure Event and an Event of Default, that event will be treated as a Force Majeure Event and will not constitute an Event of Default.

Also add the following definitions:

"Force Majeure Event", on any day determined as if such day were a Value Date of an FX Transaction or the Settlement Date of an Option (even if it is not), means (i) either Party, by reason of force majeure or act of state, is prevented from or hindered or delayed in delivering or receiving, or it is impossible to deliver or receive, any Currency in respect of a Currency Obligation or Option, and which event is beyond the control of such Party and which such Party, with reasonable diligence, cannot overcome, or (ii) it is unlawful for either Party to deliver or receive a payment of any Currency in respect of a Currency Obligation or Option. A Party whose delivery or receipt of Currency has been or would be so prevented, hindered or delayed or made unlawful or impossible is an "Affected Party", and an FX Transaction or Option under which performance has been or would be so prevented, hindered or delayed or made unlawful or impossible is an "Affected Transaction", unless the Parties have expressly agreed in an Agreement, another writing or in regard to a particular FX Transaction or Option that other disruption events or disruption fallbacks will apply to that FX Transaction or Option; in such event, that FX Transaction or Option will be subject to such disruption events or disruption fallbacks as the Parties have otherwise agreed.

"Waiting Period", in respect of a Force Majeure Event, means the first three days after such event occurs which are Business Days or which, but for such event, would have been Business Days."

ANNEX 2

Professional Codes

A number of professional codes include provisions which, to varying degrees, address the consequences of operational disruption in the financial markets. In addition, the International Chamber of Commerce has also published a standard force majeure and a standard hardship clause.

International Primary Market Association (IPMA) Recommendations January 2000

www.ipma.org.uk

Appendix C

IX Force Majeure

Clause 1

"Notwithstanding anything contained in this Agreement, [...] ("the Lead Manager") on behalf of the Managers may by notice to the Issuer [and the Guarantor] terminate this Agreement at any time before the time on the Closing Date when payment would otherwise be due under this Agreement to the Issuer in respect of the Securities if:

- (a) in the opinion of the Lead Manager, circumstances shall be such as: (i) to prevent or to a material extent restrict payment for the Securities in the manner contemplated in this Agreement; or (ii) to a material extent prevent or restrict settlement of transactions in the Securities in the market or otherwise: or
- (b) in the opinion of the Lead Manager, there shall have been: (i) any change in national or international policy, legal, tax or regulatory conditions; or (ii) any calamity or emergency, which has in its view caused a substantial deterioration in the price and/or value of the Securities, and, upon notice being given, the parties to this Agreement shall (except for the liability of the Issuer [and the Guarantor] in relation to expenses as provided in Clause [...] and except for any liability arising before or in relation to such termination) be released and discharged from their respective obligations under this Agreement."

Clause 2

"Notwithstanding anything contained in this Agreement, [...] ("the Lead Manager") on behalf of the Managers may by notice to the Issuer [and the Guarantor] terminate this Agreement at any time before the time on the Closing Date when payment would otherwise be due under this Agreement to the Issuer in respect of the Securities if, in the opinion of the Lead Manager, there shall have been such a change in national or international financial, political or economical conditions or currency exchange rates or exchange controls as would in their view be likely to prejudice materially the success of the offering and distribution of the Securities in the Securities in the secondary market and, upon notice being given, the parties to this Agreement shall (except for the liability of the Issuer [and the Guarantor] in relation to expenses as provided in clause [...] and except for any liability arising before or in relation to such termination) be released and discharged from their respective obligations under this Agreement."

The International Code of Conduct and Practice for Financial Markets 2002 (as amended).

www.aciforex.com/mktpractice

The ACI code provides for instances where the parties are prevented from performing their obligation under a transaction due to an event, which was not foreseeable at the time the transaction was entered into and which is beyond the parties' control. These are stated to include: capital controls, illegality or impossibility of performance, acts of God, illiquidity, etc. Market participants are encouraged to provide for these events in their contracts and should adopt the appropriate provisions, developed by industry groups. Industry groups may convene a meeting to form a market consensus in certain cases, where strict adherence to the market standard provisions is impracticable. Market participants should attend these meetings to the extent possible and be aware of, and honour the consensus reached at the meetings.

Where there are instances of general market disruption caused by sudden events such as extreme weather or other unforeseen developments and local regulators or central banks intervene with the publication of applicable procedures including interest rates to be implemented to cover interrupted settlement, market participants should strictly adhere to any rules in the absence of any written agreement dealing with such circumstances.

In addition, the Code provides that in the event of a country or a state declaring a new national bank holiday or any occurrence which would prevent settlement of banking transactions on a specified date in the future, the following procedures should be adopted for adjusting the value date on outstanding currency transactions maturing on that date:

- "(a) The new value date will be the first common business day (for both currencies contracted in the case of Foreign Exchange transactions) following the original value date except where a bank holiday is declared on the last business day (for both currencies in the case of Foreign Exchange transactions) prior to month end ultimo.
- (b) Value dates in Foreign Exchange Transactions will not be spilt other than in cases where both parties agree or where special local practice allows for split delivery as in certain Islamic countries.
- (c) There will be no adjustment of Exchange Values on outstanding contracts."

The International Securities Market Association Rules and Recommendations 2001

www.isma.org

The ISMA rules (section 220 Value Date) on settlement provide a definition of business days in its explanation of value date as follows;

"Rule 221 Value date new issues

The value date for a transaction effected prior to the closing date shall be the closing date or the third business day following the trade date, whichever is the later.

With the exception of a transaction to be settled in euro, a business day for the purpose of this rule shall be a day when Clearstream, Euroclear and the cash market of the currency in which the relevant transaction is to be settled are open for business.

For a transaction to be settled in euro, a business day for the purpose of this rule shall be a day when Clearstream, Euroclear and TARGET are open for business.

In case either Clearstream, Euroclear or the cash market of the currency in which the relevant transaction is to be settled, or TARGET in the case of a transaction to be settled in euro, are closed for business between the trade date and the value date, accrued interest shall be adjusted."

"Rule 222 Normal value date

The value date for a transaction effected on or after the closing date shall be the third business day (as defined in rule 221) following the trade date.

In case either Clearstream, Euroclear or the cash market of the currency in which the relevant transaction to be settled, or TARGET I the case of a transaction to be settled in euro, are closed for business between the trade date and the value date, accrued interest shall be adjusted."

The FSA Handbook

www.fsa.gov.uk

The FSA Handbook provides the following definition of "Business Day";

- "(1) (in relation to anything done or to be done in (including to be submitted to a place in) any part of the United Kingdom):
- (a) (except in REC) any day which is not a Saturday or Sunday, Christmas Day, Good Friday or a bank holiday in that part of the United Kingdom;
- (b) (in REC) (as defined in section 167 of the Companies Act 1989) any day which is not a Saturday or Sunday, Christmas Day, Good Friday or a bank holiday in any part of the United Kingdom;
- (2) (in relation to anything done or to be done by reference to a market outside the United Kingdom) any day on which that market is normally open for business."

The Non-Investment Products (NIPs) Code May 2003

www.bankofengland.co.uk

Published by the Bank of England, the NIPs Code addresses (at paragraphs 106 and 107) the issue of market disruption and bank holidays;

Paragraph 106

"There have been instances of general disruption to the wholesale markets which have, in turn, resulted in interruptions to the sterling payments. It has been agreed that in such unexpected circumstances the Bank of England should determine and publish the interest rate(s) which parties to deals affected by such interruptions should use to calculate the appropriate interest adjustment (unless all the parties to the deal agree instead on some other arrangement - such as to continue to apply the existing rate of interest on the original transaction or as provided for in the relevant documentation). The Bank of England shall have absolute discretion in its determination of any interest rate(s), and shall not be required to explain its method of determining the same and shall not be liable to any person in respect of such determination."

Paragraph 107

"Occasionally unforeseen events mean that market participants will have entered into contracts for a particular maturity date only to find, subsequently, that that day is declared a public holiday. It is normal market practice in London to extend contracts maturing on a non-business day to the next working day. But to minimise possible disputes market participants may need to agree settlement arrangements for such deals with their counterparties in advance."

International Chamber of Commerce 2003

www.iccwbo.org

CHANCE

"Force Majeure Clause

- 1. Unless otherwise agreed in the contract between the parties expressly or impliedly, where a party to a contract fails to perform one or more of its contractual duties, the consequences set out in paragraphs 4 to 9 of this Clause will follow if and to the extent that that party proves:
 - (c) that its failure to perform was caused by an impediment beyond its reasonable control; and
 - (d) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the conclusion of the contract; and
 - (e) that it could not reasonably have avoided or overcome the effects of the impediment.
- 2. Where a contracting party fails to perform one or more of its contractual duties because of default by a third party whom it has engaged to perform the whole or part of the contract, the consequences set out in paragraphs 4 to 9 of this Clause will only apply to the contracting party:
 - (a) if and to the extent that the contracting party establishes the requirements set out in paragraph 1 of this Clause; and
 - (b) if and to the extent that the contracting party proves that the same requirements apply to the third party.
- 3. In the absence of proof to the contrary and unless otherwise agreed in the contract between the parties expressly or impliedly, a party invoking this Clause shall be presumed to have established the conditions described in paragraph 1(a) and (b) of this Clause in case of the occurrence of one or more of the following impediments:
 - (a) war (whether declared or not), armed conflict or the serious threat of same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilisation;
 - (b) civil war, riot rebellion and revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;
 - (c) act of terrorism, sabotage or piracy;
 - (d) act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalisation;
 - (e) act of God, plague, epidemic, natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought;
 - (f) explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunications or electric current;
 - (g) general labour disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises.
- 4. A party successfully invoking this Clause is, subject to paragraph 6 below, relieved from its duty to perform its obligations under the contract from the time at which the impediment causes the failure to perform if notice thereof is given without delay or, if notice thereof is not given without delay, from the time at which notice thereof reaches the other party.
- 5. A party successfully invoking this Clause is, subject to paragraph 6 below, relieved from any liability in damages or any other contractual remedy for breach of contract from the time indicated in paragraph 4.
- 6. Where the effect of the impediment or event invoked is temporary, the consequences set out under paragraphs 4 and 5 above shall apply only insofar, to the extent that and as long as the impediment or the listed event invoked impedes performance by the party invoking this Clause of its contractual duties. Where this paragraph applies, the party invoking this Clause is under an obligation to notify the other party as soon as the impediment or listed event ceases to impede performance of its contractual duties.
- 7. A party invoking this Clause is under an obligation to take all reasonable means to limit the effect of the impediment or event invoked upon performance of its contractual duties.
- 8. Where the duration of the impediment invoked under paragraph 1 of this Clause or of the listed event invoked under paragraph 3 of this Clause has the effect of substantially depriving either or both of the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party.
- 9. Where paragraph 8 above applies and where either contracting party has, by reason of anything done by another contracting party in the performance of the contract, a derived a benefit before the termination of the contract, the party deriving such a benefit shall be under a duty to pay to the other party a sum of money equivalent to the value of such benefit."

"Hardship Clause

- 1. A party to a contract is bound to perform its contractual duties even if events have rendered performance more onerous that could reasonably have been anticipated at the time of the conclusion of the contract.
- 2. Notwithstanding paragraph 1 of this Clause, where a party to a contract proves that:
 - (h) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that

C1447/05735

(i) it could not reasonably have avoided or overcome the event or its consequences,

CHANCE

the parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow for the consequences of the event.

3. Where paragraph 2 of this Clause applies, but where alternative contractual terms which reasonably allow for the consequences of the event are not agreed by the other party to the contract as provided in that paragraph, the party invoking this Clause is entitled to termination of the contract."

Investment Management Association's (IMA) Model Terms for Discretionary Fund Management 2003

www.investmentuk.org

G18 Liability of Manager

"(a) The Manager accepts responsibility for loss to the Customer to the extent that such loss is due to the negligence, wilful default or fraud of itself or any delegates appointed pursuant to paragraph G(a) above or that of its or their employees. The Manager also accepts liability for any Custodian which is an Associate.

- (b) The Manager will not otherwise be liable for any loss to the Customer
- (c) No warranty or undertaking is given by the Manager as to the performance or profitability of the Fund (or any part of it) or that the investment objectives stated in G2 of the Schedule will be successfully accomplished".

G29 Force Majeure

"No party shall be liable for any failure or delay in performing any of its obligations under or pursuant to this Agreement if such failure or delay is due to any cause whatsoever outside its reasonable control and it shall be entitled to a reasonable extension of the time for performing such obligations as a result of such cause. Events outside a party's reasonable control shall include without limitation; acts of God; any change to the law, order or regulation of a governmental, supranational or regulatory body; currency restrictions, devaluations and fluctuations; an act of terrorism; market conditions affecting the execution or settlement of transactions or the value of assets; failure or breakdown in communications not reasonably within the control of the Manger; and the failure of any relevant exchange or clearing house."

CMR5 Client Money held outside the United Kingdom

"The Customer agrees that its client money may be held outside the United Kingdom and that in such circumstances the legal and regulatory regime applying to the approved bank with which the client money is held will be different from that of the United Kingdom and, in the event of a failure of the bank, the Customer's money may be treated in a different manner from that which would apply if the money was held by a bank in the United Kingdom."

C5 Liability of Custodian

- "(a) The Custodian accepts responsibility for the acts and omissions of its nominees. The Custodian also accepts responsibility for loss to the Customer which is due to its negligence, wilful default or fraud, or that of any sub-custodian which is an Associate.
- (b) Except insofar as the same may result from the negligence, wilful default or fraud of the Custodian, its sub-custodians, or nominees, or its or their employees, the Customer agrees to indemnify the Custodian against all costs, losses, claims and expenses which may be incurred by or made against the Custodian either (i) as a result of any party claiming to be entitled to investments which form part of the Fund at the time when the Custodian first assumes custodial responsibility for the Fund; or (ii) in consequence of any breach by the Custodian in accordance with the Agreement.
- (c) The Custodian shall retain a lien or security interest over any assets of the Fund to the extent that any costs, losses, or claims for which the Custodian remain unpaid. Details of any further rights the Custodian may have to a ien or security interest over the assets of the Fund are as stated in item C4 of the Schedule. The Customer agrees that the assets of the Fund may also be subject to a lien in favour of any sub-custodian, nominee or agent appointed by the Custodian in accordance with the Agreement in respect of charges relating to the administration and safekeeping of such assets.
- (d) Where the Customer is a trustee, the Customer's liability under the Agreement shall be limited, in the absence of fraud, to the assets of the trust from time to time.
- (e) If any sub-custodian should fail to deliver any necessary documents or to account for any securities, the Custodian will take all reasonable steps on behalf of the Customer to recover such documents or securities, or any sums due, or compensation in lieu thereof, but subject thereto (and to paragraph C5(a)) shall not be liable for any such failure. All reasonable costs incurred by the Custodian shall be paid by the Customer."