

ISDA

International Swaps and Derivatives Association, Inc.

CREDIT SUPPORT ANNEX

to the Schedule to the

ISDA Master Agreement

dated as of 03.05.2011

between

No name bank and Smaug International

(“Party A”)

(“Party B”)

This Annex supplements, forms part of, and is subject to, the ISDA Master Agreement referred to above and is part of its Schedule. For the purposes of this Agreement, including, without limitation, Sections 1(c), 2(a), 5 and 6, the credit support arrangements set out in this Annex constitute a Transaction (for which this Annex constitutes the Confirmation).

Paragraph 1. Interpretation

Capitalised terms not otherwise defined in this Annex or elsewhere in this Agreement have the meanings specified pursuant to Paragraph 10, and all references in this Annex to Paragraphs are to Paragraphs of this Annex. In the event of any inconsistency between this Annex and the other provisions of this Schedule, this Annex will prevail, and in the event of any inconsistency between Paragraph 11 and the other

¹ This document is not intended to create a charge or other security interest over the assets transferred under its terms. Persons intending to establish a collateral arrangement based on the creation of a charge or other security interest should consider using the ISDA Credit Support Deed (English law) or the ISDA Credit Support Annex (New York law), as appropriate.

² This Credit Support Annex has been prepared for use with ISDA Master Agreements subject to English law. Users should consult their legal advisers as to the proper use and effect of this form and the arrangements it contemplates. In particular, users should consult their legal advisers if they wish to have the Credit Support Annex made subject to a governing law other than English law or to have the Credit Support Annex subject to a different governing law than that governing the rest of the ISDA Master Agreement (e.g. English law for the Credit Support Annex and New York law for the rest of the ISDA Master Agreement).

Paragraph 11. Elections and Variables

(a) ***Base Currency and Eligible Currency.***

- (i) “Base Currency” means United States Dollars unless otherwise specified here:
KZT
- (ii) “Eligible Currency” means the Base Currency and each other currency specified here:
XAU

(b) ***Credit Support Obligations.***

- (i) Delivery Amount, Return Amount and Credit Support Amount.

(A) “Delivery Amount” has the meaning specified in Paragraph 2(a), unless otherwise specified here: 1,750,000.00

(B) “Return Amount” has the meaning specified in Paragraph 2(b), unless otherwise specified here: 8,500,000.00

(C) “Credit Support Amount” has the meaning specified in Paragraph 10, unless otherwise specified here: 1,850,000.00

- (ii) ***Eligible Credit Support.*** *The following items will qualify as “Eligible Credit Support” for the party specified:*

		Party A	Party B	Valuation Percentage
(A)	cash in an Eligible Currency	[]	[]	[]%
(B)	negotiable debt obligations issued by the Government of [Mordor] having an original maturity at issuance of not more than one year	[]	[]	[]%
(C)	negotiable debt obligations issued by the Government of [Mordor] having an original maturity at issuance of more than one year but not more than 10 years	[]	[]	[]%

(D) negotiable debt obligations issued by the [] [] []
Government of [Mordor] having an
original maturity at issuance of more than
10 years

(E) other:..... [] [] []

(iii) **Thresholds.**

(A) **“Independent Amount”** means with respect to Party A: 210,000.00

“Independent Amount” means with respect to Party B: 50,000.00

B) **“Threshold”** means with respect to Party A: 1,000.00

“Threshold” means with respect to Party B: 1,000.00

(C) **“Minimum Transfer Amount”** means with respect to Party A: 1,250,000.00 KZT

“Minimum Transfer Amount” means with respect to Party B: 1,270,000.00 KZT

(D) **Rounding.** The Delivery Amount and the Return Amount will be rounded [down to the
nearest integral multiple of/up and down to the nearest integral multiple of respectively³].

(c) **Valuation and Timing.**

(i) **“Valuation Agent”** means, for purposes of Paragraphs 2 and 4, the party making the
demand under Paragraph 2, and, for purposes of Paragraph 5(c), the Transferee, as applicable, unless otherwise
specified here: CREDIT SUISSE

(ii) **“Valuation Date”** means: T+0

(iii) **“Valuation Time”** means:

[] the close of business in the place of location of the Valuation Agent on the

Valuation Date or date of calculation, as applicable;

[] the close of business on the Local Business Day immediately preceding the
Valuation Date or date of calculation, as applicable;

provided that the calculations of Value and Exposure will, as far as practicable, be made as of approximately
the same time on the same date.

(iv) **“Notification Time”** means 1:00p.m., London time, on a Local Business Day, unless otherwise
specified here: 13:30 PM

³ Delete as applicable.

(d) **Exchange Date.** “*Exchange Date*” has the meaning specified in Paragraph 3(c)(ii), unless otherwise specified here: T+1

(e) **Dispute Resolution.**

(i) **“Resolution Time”** means 1:00 p.m., London Time, on the Local Business Day following the date on which the notice is given that gives rise to a dispute under Paragraph 4, unless otherwise specified here: 09:00 AM

(ii) **Value.** For the purpose of Paragraphs 4(a)(4)(i)(C) and 4(a)(4)(ii), the Value of the outstanding Credit Support Balance or of any transfer of Eligible Credit Support or Equivalent Credit Support, as the case may be, will be calculated as follows: 0

(iii) **Alternative.** The provisions of Paragraph 4 will apply, unless an alternative dispute resolution procedure is specified here:

(f) **Distributions and Interest Amount.**

(i) **Interest Rate.** The “Interest Rate” in relation to each Eligible Currency specified below will be: RUONIA

<i>Eligible Currency</i>	<i>Interest Rate</i>
XAU	none

(ii) **Transfer of Interest Amount.** The transfer of the Interest Amount will be made on the last Local Business Day of each calendar month and on any Local Business Day that a Return Amount consisting wholly or partly of cash is transferred to the Transferor pursuant to Paragraph 2(b), unless otherwise specified here: inerest@smaug.com

(iii) **Alternative to Interest Amount.** The provisions of Paragraph 5(c)(ii) will apply, unless otherwise specified here:

(g) **Addresses for Transfers.**

Party A: no_name_bank@riddle.com

Party B: Smaug@smaug.com

(h) **Other Provisions.**