

# ISDA®

International Swap Dealers Association, Inc.

## MASTER AGREEMENT

dated as of ....DECEMBER 13... 2002

.....SOCIETE GENERALE..... and .....AVENGERS INTERNATIONAL LIMITED.....

have entered and/or anticipate entering into one or more transactions (each a "Transaction") that are or will be governed by this Master Agreement, which includes the schedule (the "Schedule"), and the documents and other confirming evidence (each a "Confirmation") exchanged between the parties confirming those Transactions.

Accordingly, the parties agree as follows:—

### 1. Interpretation

- (a) **Definitions.** The terms defined in Section 14 and in the Schedule will have the meanings therein specified for the purpose of this Master Agreement.
- (b) **Inconsistency.** In the event of any inconsistency between the provisions of the Schedule and the other provisions of this Master Agreement, the Schedule will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Master Agreement (including the Schedule), such Confirmation will prevail for the purpose of the relevant Transaction.
- (c) **Single Agreement.** All Transactions are entered into in reliance on the fact that this Master Agreement and all Confirmations form a single agreement between the parties (collectively referred to as this "Agreement"), and the parties would not otherwise enter into any Transactions.

### 2. Obligations

#### (a) General Conditions.

- (i) Each party will make each payment or delivery specified in each Confirmation to be made by it, subject to the other provisions of this Agreement.
- (ii) Payments under this Agreement will be made on the due date for value on that date in the place of the account specified in the relevant Confirmation or otherwise pursuant to this Agreement, in freely transferable funds and in the manner customary for payments in the required currency. Where settlement is by delivery (that is, other than by payment), such delivery will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in the relevant Confirmation or elsewhere in this Agreement.
- (iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default or Potential Event of Default with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other applicable condition precedent specified in this Agreement.

value of that which was (or would have been) required to be delivered as of the originally scheduled date for delivery, in each case together with (to the extent permitted under applicable law) interest, in the currency of such amounts, from (and including) the date such amounts or obligations were or would have been required to have been paid or performed to (but excluding) such Early Termination Date, at the Applicable Rate. Such amounts of interest will be calculated on the basis of daily compounding and the actual number of days elapsed. The fair market value of any obligation referred to in clause (b) above shall be reasonably determined by the party obliged to make the determination under Section 6(e) or, if each party is so obliged, it shall be the average of the Termination Currency Equivalents of the fair market values reasonably determined by both parties.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

..... SOCIETE GENERALE .....


(Name of Party)

By: .....

Name:

Title:

Date:

 ALEX HENSTOCK  
VICE PRESIDENT

AVENGERS INTERNATIONAL LIMITED

(Name of Party)

By: .....

Name:

Title:

Date:

 STEVE ROGERS

VICE PRESIDENT

**ISDA®**  
International Swaps and Derivatives Association, Inc.

**SCHEDULE**  
**to the**  
**Master Agreement**  
**dated as of December 13, 2002**

**Between :**      **SOCIÉTÉ GÉNÉRALE ("Party A")**  
                    (whose Head Office is located at 221 B , PIZZA MAKER STREET, PARIS , FRANCE      )

**and        :**      **AVENGERS INTERNATIONAL LIMITED ("Party B")**  
                    (whose Head Office is located at ROCKLEY, CHRIST CHURCH , BARBADOS )  
Barbados)

**Part 1**

**Termination Provisions**

In this Agreement:

- (a)      **"Specified Entity"** shall mean    Avengers    Limited as regards to Party B and does not apply to Party A.
- (b)      **"Specified Transaction"** has the meaning specified in Section 14 of this Agreement.
- (c)      The **"Cross Default"** provisions of Section 5(a)(vi) as amended below will apply to Party A and Party B.
  - (i)      The words "or other similar condition or event (however described)" in the second and third lines of the provision are deleted.
  - (ii)      The following proviso is added at the end of this Section: "*provided, however, that notwithstanding the foregoing, an Event of Default shall not occur if: (aa) the event or condition referred to in (1) or the failure to pay referred to in (2) is caused by an error or omission of an administrative or operational nature ; and (bb) in respect of (2) (A) funds were available to such party, any Credit Support Provider of such party or any applicable Specified Entity of such party, as the case may be, to enable it to make the relevant payment when due and (B) such relevant payment is made within three Local Business Days after notice of such failure is given to such party, any Credit Support Provider of such party or any applicable Specified Entity of such party, as the case may be.*"

If such provisions apply:

**"Specified Indebtedness"** means any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money (other than indebtedness in respect of deposits received in the ordinary course of business), including, without limitation, reimbursement obligations in respect of letters of credit, bankers' acceptances with third parties and capital leases.

**"Threshold Amount"** means USD 10,000,000 for Party A and Party B, or its equivalent in any other currency.

- (d) The **"Credit Event Upon Merger"** provisions of Section 5(b)(iv) will apply to Party A and Party B.
- (e) The **"Automatic Early Termination"** provision of Section 6(a) will not apply to Party A or Party B; *provided, however*, that where there is an Event of Default under Section 5(a)(vii)(1), (3), (4), (5), (6), or, to the extent analogous thereto, (8), and the Defaulting Party is governed by a system of law or a stay order that does not permit or purports not to permit termination to take place after the occurrence of such Event of Default, then the Automatic Early Termination provisions of Section 6(a) will apply.
- (f) **Payments on Early Termination.** For the purpose of Section 6(e) of this Agreement:
  - (i) Market Quotation will apply;
  - (ii) The Second Method will apply.
- (g) **"Termination Currency"** means the currency selected by the Non-defaulting Party or the party which is not the Affected Party, as the case may be, or where there is more than one Affected Party the currency agreed by Party A and Party B. However, the Termination Currency shall be one of the currencies in which payments are required to be made in respect to Transactions. If the currency selected is not freely available or not freely transferable into all other currencies in which payments are to be made with respect of any Terminated Transaction or where there are two Affected Parties and they cannot agree on a Termination Currency, the Termination Currency shall be in United States Dollars.
- (h) **"Additional Termination Event"** will apply.

The following shall constitute an Additional Termination Event under Section 5(b)(v):

**(1) Impossibility.**

Due to (i) any confiscations, impairment of currency and/or security transfers, banking moratorium, standstill, waivers or deferral, or other restrictions, whether de facto or de jure (including any expropriation, confiscation, freezing, requisition or nationalization of private property), imposed by a government or administrative authority, any court, tribunal, or any other entity de facto or de jure, or any other entity charged with the regulation of the financial markets (including the central bank), or

(ii) the declaration of a national emergency, the occurrence of a natural or man-made disaster, civil unrest or act of terrorism, the imposition of martial law or declaration of war, or

further to any similar circumstance beyond the control of a party after the date on which a Transaction was entered into, it becomes impossible (other than as a result of its own misconduct) for a party, which will be the Affected Party :

- (a) to perform any absolute or contingent obligation to make a payment or delivery or to receive a payment or delivery in respect of such Transaction or to comply with any other material provision of this Agreement relating to such Transaction;
- (b) to perform, or for any Credit Support Provider of such party to perform, any contingent or other obligation which the party (or such Credit Support Provider) has under any Credit Support Document relating to such Transaction. »

**"Event of Default, Illegality and Impossibility".** If an event or circumstance which would otherwise constitute or give rise to an Event of Default, also constitutes an Illegality

**Rating Downgrade:**

The long-term unsecured, unsubordinated debt of Party A is rated lower than "Baa3" by Moody's Investor Services, Inc. ("Moody's") or ceases to be rated by Moody's, is rated lower than "BBB" by Standard and Poor's Ratings Services, a division of The McGraw Hill Companies, Inc. ("S&P"), or ceases to be rated by S&P, or is rated lower than "BBB-" by Fitch Ratings Ltd. ("Fitch"), or ceases to be rated by Fitch. The short-term senior unsecured, unsubordinated debt of Party A is rated lower than "P-1" by Moody's Investor Services, Inc. ("Moody's") or ceases to be rated by Moody's, is rated lower than "A-1+" by Standard and Poor's Ratings Services, a division of The McGraw Hill Companies, Inc. ("S&P"), or ceases to be rated by S&P, or is rated lower than "F1" by Fitch Ratings Ltd. ("Fitch"), or ceases to be rated by Fitch.

- (i) **Additional Definitions.** Section 14 shall be amended as follows:

- (1) The definition of Affected Transactions shall be amended to read as follows:

"Affected Transactions" means (a) for any Termination Event consisting of an Illegality, Tax Event, Tax Event Upon Merger or Impossibility, all Transactions affected by the occurrence of such Termination Event and (b) for any other Termination Event, all Transactions"; and

- (2) A new definition of "Impossibility" shall be inserted in Section 14 to read as follows:

"Impossibility" has the meaning specified in Section 5(b)(v) of the Agreement.

## **Part 2**

### **Tax Representations**

- (a) **Payer Representation.** For the purpose of Section 3(e) of this Agreement, Party A and Party B will make the following representation:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction, to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 2(e), 6(d)(ii) or 6(e) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, it may rely on:

- (i) the accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement;
- (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement; and
- (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement,

*provided* that it shall not be a breach of this representation where reliance is placed on clause (ii) and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

- b) **Payee Representations.** For the purpose of Section 3(f) of this Agreement, Party A and Party B make no representations unless otherwise provided in the relevant Confirmation.

### Part 3

#### Agreement to Deliver Documents

For the purpose of Section 4(a)(i) and (ii) of this Agreement, each party agrees to deliver the following documents, as applicable:

(a) **Tax forms, documents or certificates to be delivered are:** None.

(b) **Other documents to be delivered are:**

| Party required to deliver document | Form/Document/Certificate  | Date by which to be delivered   | Covered by Section 3(d) Representation |
|------------------------------------|--|---|--|
| Party A                            | The current authorized signature book of Party A specifying the names and authority, and containing the specimen signatures of the persons authorized to execute this Agreement and each Confirmation on its behalf. | Upon execution of this Agreement and thereafter upon the reasonable request of Party B. | Yes                                    |

| Party required to deliver document | Form/Document/Certificate  | Date by which to be delivered   | Covered by Section 3(d) Representation |
|------------------------------------|--|---|--|
| Party B                            | A certificate of incumbency and a certified copy of the resolutions adopted by the Board of Directors of Party B, authorizing the execution and delivery of this Agreement and each Confirmation and the performance by Party B of its obligations hereunder and thereunder.   | Upon execution of this Agreement and thereafter upon the reasonable request of Party A.                 | Yes                                    |
| Party B                            | A certificate of incumbency and a certified copy of the resolution(s) adopted by the Board of Directors of the Credit Support Provider authorizing the execution and delivery of each and every Credit Support Document contemplated under this Agreement, and the performance by the Credit Support Provider of its obligations thereunder. | Upon execution of this Agreement and thereafter upon the delivery of each such Credit Support Document. | Yes                                    |
| Party A and Party B                | A copy of its most recent annual report containing audited financial statements.   | Upon execution of this Agreement and thereafter upon the reasonable request of the other party.         | Yes                                    |

#### Part 4

##### Miscellaneous

- (a) **Addresses for Notices.** For the purpose of Section 12(a) of this Agreement:

**Addresses for notices or communications to Party A (unless otherwise specified in the relevant Confirmation):**

**with respect to Transactions entered into by the Rate and Derivatives Products Group:**

- **Paris Head Office**  
Attention : RESS/OPM/DRF  
Edmond Lebran  
**221 B , Pizza Maker Street, Paris , France**  
**Ph 33 44 215 55 896**

Telex: 280730                      Answerback : SGMAR  
(with respect to this Agreement and to Transactions through this Office)

**Address(es) for notices or communications to Party B:**

**Avengers International Limited**

Rockley, Christ Church  
Barbados  
Ph 33 44 55 896

- (b) **Process Agent.** For the purpose of Section 13(c) of this Agreement:

- Party A appoints as its Process Agent:  
SOCIÉTÉ GÉNÉRALE, New York,  
New York, NY - Attention: General Counsel's Office.

Party B appoints as its Process Agent: N/A

- (c) **Offices.** The provisions of Section 10(a) will apply to this Agreement.

- (d) **Multibranch Party.** For the purpose of Section 10(c) of this Agreement:

- Party A is not a Multibranch Party and may act through its Head Office in Paris France.
- Party B is not a Multibranch Party.

- (e) **Calculation Agent.** The Calculation Agent is Party A, unless otherwise specified in a Confirmation in relation to the relevant Transaction. The failure of Party A to perform its obligations as Calculation Agent hereunder shall not be construed as an Event of Default or Termination Event.

- (f) **Credit Support Document.** Details of any Credit Support Document: The Guarantee issued by **Avengers Limited** to Party A dated December 13, 2002, and each and every Guarantee issued by **Avengers Limited** to Party A thereafter in respect of each and every Transaction to be entered into between the parties.

- (g) **Credit Support Provider.**

Credit Support Provider means in relation to Party A: None.

Credit Support Provider means in relation to Party B: **Avengers Limited**.

- (h) **GOVERNING LAW.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE.

**WAIVER OF JURY TRIAL.** THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY JUDICIAL PROCEEDINGS TO WHICH THEY ARE BOTH PARTIES INVOLVING ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT.

- (j) **"Net Payments".** Section 2(c)(ii) of the Agreement will apply except with respect to the following Transactions:



1. Commodity Transactions entered into between Party A's Head Office in Paris and Party B; and
  2. FX Transactions entered into between Party A's New York Branch and Party B.
- (j) **"Affiliate"** will have the meaning specified in Section 14 of this Agreement.

## Part 5

### Other Provisions

(a) **Modifications to the Agreement**

- (i) **Section 1(b) - Inconsistency** - is amended to add the following at the end thereof:

"The definition booklets published by ISDA from time to time (as amended by this Agreement) shall apply, *provided* that in the event of any inconsistency between the provisions of this Agreement and these definition booklets, this Agreement shall prevail."

- (ii) **Section 2(a) Obligations (General Conditions)** - Subsection (iii) is amended in its entirety as follows:

- (iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default or Potential Event of Default with respect to the other party has occurred and is continuing, (2) with respect to all Affected Transactions, the condition precedent that no Illegality, Impossibility or Additional Termination Event has occurred and is continuing with respect to which the other party is an Affected Party, (3) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (4) each other applicable condition precedent specified in this Agreement.

A new Subsection (iv) is added, as follows:

- (iv) If an Illegality or an Impossibility has occurred and is continuing, the due date for any payment or delivery scheduled to be made by the party which is not the Affected Party in connection with the Affected Transaction(s) shall be deferred until the earliest to occur of (i) the date for payment of the amount due in respect of these Transactions pursuant to Section 6 (e), (ii) the full and final payment or delivery by the Affected Party on the final Scheduled Payment Date for the Affected Transaction(s); and (iii) the date on which transfer of the Affected Transactions under Section 6(b)(ii) is effected.

Interest at the Non-default Rate shall accrue on any payment so deferred from and including the original due date to but excluding the deferred due date (or, if an Early Termination Date is designated, to but excluding the day designated as such). Any deliveries so deferred shall be made on the deferred delivery date together with such compensation as the parties may reasonably agree.

- (iii) **Section 3(a) - Basic Representations** - is amended to add the following new subsections:

(vi) **Creditworthiness a Consideration.** The creditworthiness of the other party was or will be a material consideration in entering into or determining the terms of this Agreement and each Transaction, including pricing, cost or credit enhancement terms of the Agreement or Transaction;

(vii) **No Reliance.** It has, in connection with the negotiation, execution and delivery of this Agreement and any Transaction (i) the knowledge and sophistication to independently appraise and understand the financial and legal terms and conditions of each Transaction and to assume the economic consequences and risks thereof and has, in fact, done so as a result of arm's length dealings with the other party; (ii) to the extent necessary, consulted with its own independent financial, legal or other advisors and has made its own investment, hedging and trading decisions in connection with any Transaction based upon its own judgment and the advice of such advisors and not upon any view expressed by the other party; (iii) not relied upon any representations (whether written or oral) of the other party, other than the representations expressly set forth hereunder and in any Credit Support Document and is not in any fiduciary relationship with the other party; (iv) not obtained from the other party (directly or indirectly through any other person) any advice, counsel or assurances as to the expected or projected success, profitability, performance, results or benefits of any Transaction; and (v) determined to its satisfaction whether or not the rates, prices or amounts and other economic terms of any Transaction and the indicative quotations (if any) provided by the other party reflect those in the relevant market for similar transactions.

(xi) **"Eligible Contract Participant".** It is an "eligible contract participant" as defined in the Commodity Exchange Act (US), as amended.

(vi) **Section 6 - Early Termination** - is amended as follows:

Section 6(e)(iii) - **Adjustment for Bankruptcy** - is completed to include the following sentence after the existing sentence:

"In addition, to, and notwithstanding anything to the contrary in the preceding sentence of this Section 6(e)(iii), if an Early Termination Date has occurred under Section 6(a) as a result of Automatic Early Termination, and if the Non-defaulting Party determines that it either sustained or incurred a loss or damage or benefited from a gain in respect of any Transaction, as a result of movement in interest rates, currency exchange rates or market quotations between the Early Termination Date and the date (the "Determination Date") upon which the Non-defaulting Party first becomes aware that the Early Termination Date has occurred under Section 6(a), THEN

- the amount of such loss or damage shall be added to the amount due by the Defaulting Party or deducted from the amount due by the Non-defaulting Party, as the case may be (in both cases pursuant to Section 6(e)(i)(3)); or

- the amount of such gain shall be deducted from the amount due by the Defaulting Party or added to the amount due by the Non-defaulting Party, as the case may be (in both cases pursuant to Section 6(e)(i)(3)).

The following is added as paragraph (f) at the end of the provision:

**"(f) Set Off:** Any amount (the "Early Termination Amount") payable to one party (the "Payee") by the other party (the "Payer") under Section 6(e), in circumstances where there is a Defaulting Party or one Affected Party in the case where a Termination

Event under Section 5(b)(iv) has occurred, will, at the option of the party ("X") other than the Defaulting Party or the Affected Party (and without prior notice to the Defaulting Party or the Affected Party), be reduced by its set-off against any amount(s) (the "Other Agreement Amount") payable (whether at such time or in the future or upon the occurrence of a contingency) by the Payee to the Payer (irrespective of the currency, place of payment or booking office of the obligation) under any other agreement(s) between the Payee and the Payer or instrument(s) or undertaking(s) issued or executed by one party to, or in favor of, the other party (and the Other Agreement Amount will be discharged promptly and in all respects to the extent it is so set-off). X will give notice to the other party of any set-off effected under this Section 6(f).

For this purpose, either the Early Termination Amount or the Other Agreement Amount (or the relevant portion of such amounts) may be converted by X into the currency in which the other is denominated at the rate of exchange at which such party would be able, acting in a reasonable manner and in good faith, to purchase the relevant amount of such currency.

If an obligation is unascertained, X may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

Nothing in this Section 6(f) shall be effective to create a charge or other security interest. This Section 6(f) shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise)."

- (vii) Section 5 (a) is amended by adding a new subsection (ix) as follows:

"(ix) Failure to provide Credit Support Document: Failure by Party B to deliver to Party A, within three (3) days of each and every new Transaction entered into by Party A and Party B, a Guarantee duly executed by **Avengers** Limited, substantially in the form of the Credit Support Document attached hereto.

- (viii) Section 5(d) is added: « If an event or circumstance which would constitute or give rise to a disruption event, howsoever described in this Agreement, also constitutes an Illegality or an Impossibility, the party which is not the Affected Party may elect to treat it as an Illegality or an Impossibility as the case may be, and not as the aforementioned disruption event. »

(b) **Other Provisions**

- (i) **Telephone Recording.** Each party may tape record any telephone conversation between the parties and each party agrees that any such tape recording shall be admissible as evidence in any court or other legal proceeding for the purpose of establishing any matters pertinent to such Transaction.
- (ii) **Payments in Escrow.** On any particular date on which both parties are required to make payments hereunder, either party may at its option and in its sole discretion notify the other party that payments on that date are to be made in escrow. In this case, deposit of the payment due earlier on that date shall be made by 2:00 p.m. (local time at the place for the earlier payment) on that date with an escrow agent selected by the party giving the notice, accompanied by irrevocable payment instructions (i) to release the deposited payment to the intended recipient upon receipt by the escrow agent of the required deposit of the corresponding payment from the other party on the same date accompanied by irrevocable payment instructions to the

same effect or (ii) if the required deposit of the corresponding payment is not made on the same date, to return the payment deposited to the party that paid it in escrow. The party that elects to have payments made in escrow shall pay the costs of the escrow arrangements and shall make arrangements to provide that the intended recipient of the amount due to be deposited first shall be entitled to interest on the deposited payment for each day in the period of its deposit at the rate offered by the escrow agent for that day for overnight deposits in the relevant currency in the office where it holds that deposited payment (at 11:00 a.m. local time on that day) if that payment is not released by 5:00 p.m. local time on the date it is deposited for any reason other than the intended recipient's failure to make the escrow deposit it is required to make hereunder in a timely fashion.

- (iii) **Severability.** If any term, provision, covenant, or condition of this Agreement, or the application thereof to any party or circumstance, shall be held to be illegal, invalid or unenforceable (in whole or in part) for any reason, the remaining terms, provisions, covenants, and conditions hereof shall continue in full force and effect as if the Agreement had been executed with the illegal, invalid or unenforceable portion eliminated, so long as the Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter of this Agreement and the deletion of such portion of this Agreement will not substantially impair the respective benefits or expectations of the parties of this Agreement. It shall in particular be understood that this Severability clause shall not affect the "single agreement" concept of Section 1(c) of this Agreement.
- (iv) **Confirmations.** Any Specified Transaction into which the parties have entered or may enter and in respect of which confirming evidence does not expressly exclude the application of this Agreement shall be governed by this Agreement. Any such confirmation shall be a "Confirmation," and any such Specified Transaction shall be deemed to constitute a Transaction for the purpose of this Agreement. In particular, it is agreed that where in terms of standard industry practice confirmation is by SWIFT, such confirmation shall serve as a Confirmation irrespective of whether reference is made to this Agreement in such Confirmation and the appropriate definition booklets published by ISDA from time to time shall be deemed to be incorporated by reference in such Confirmation.
- (v) **Incorporation of Protocol Terms.** The parties agree that the definitions and provisions contained in Annexes 1 to 5 and section 6 of the EMU Protocol published by the International Swaps and Derivatives Association, Inc. on the 6th May, 1998 are incorporated into and apply to this Agreement.
- (vi) **Pari Passu.** Party B agrees that at all times its obligations under any unsecured Transaction shall rank at least pari passu in right of payment and security with all of Party B's unsecured and unsubordinated Specified Indebtedness other than Specified Indebtedness preferred by law.

**SOCIÉTÉ GÉNÉRALE**  
**(Party A)**

By: 

Name: CHRIS HENSTOCK

Title: VICE - PRESIDENT

Date: \_\_\_\_\_

**AVENGERS INTERNATIONAL LIMITED**  
**(Party B)**

By: 

Name:

Title:

Date:

**STEVE ROGERS**

**VICE PRESIDENT**